

Issuance Date: September 7, 2012  
Pre-Proposal Meeting Date: September 19, 2012  
Proposal Opening Date: October 10, 2012  
Proposal Evaluation: October 10-24, 2012  
BMA Approval Date: November 12, 2012

**CITY OF GERMANTOWN  
REQUEST FOR PROPOSALS  
JANITORIAL CLEANING SERVICES**



City of Germantown, TN  
1930 South Germantown Road  
Germantown, TN 38138



# CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815  
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

## Request for Proposals

Date: September 7, 2012

The City of Germantown, Tennessee, will accept Proposals on:

### JANITORIAL CLEANING SERVICES

Proposal shall be mailed in a sealed envelope marked "**JANITORIAL CLEANING SERVICES**" in the lower left-hand corner of the envelope and addressed to Purchasing Officer, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, if using express mail (Fed Ex, Priority Mail, etc), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. *(Proposal must be received by the City prior to the time indicated below.)* Please mark envelope with the name of the Proposal.

Proposals shall be opened at 1930 S. Germantown Rd at 2:00 p.m. CST on October 10, 2012.

**A Mandatory Pre-Proposal conference will be held at 8:15 a.m. CST on September 19, 2012 at the Municipal Center, 1930 S. Germantown Rd. in Germantown. Tours of the facilities will be completed from 9:15 am to 4pm.**

The City reserves the right to accept or reject any Proposal, to accept a Proposal containing variations from these specifications if the Proposal so merits, and to accept partial Proposals. *Proposals must be submitted on the Proposal document that the City issues and it must be signed.*

The Successful Contractor shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

The City may waive any informalities or minor irregularities. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Proposal or all Proposals submitted.

See attached RFP, Financial Proposal, Contractor Compliance Questionnaire, Contractor's Qualifications & References Form, Proposal Bond, Contract Acknowledgement Form, and Drug and Alcohol Testing Acknowledgment Statement and Affidavit that all must be returned as part of the Proposal. Returning the form for disclosure of the Title VI and Title IX information is voluntary.

The Standard Germantown Contract for Services and/or Products, Payment Bond, Performance Bond and the required Insurance Certifications are included and will be required from the selected Proposal.

Sincerely,

***Lisa A. Piefer***

Lisa A. Piefer  
Purchasing Officer

# **Janitorial Cleaning Services**

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**CITY OF GERMANTOWN  
REQUEST FOR PROPOSALS  
JANITORIAL CLEANING SERVICES**

**SECTION I: GENERAL INFORMATION**

The City of Germantown, TN (hereinafter referred to as the “City”) is requesting proposals from qualified Contractors to provide Janitorial Cleaning Services for selected City facilities.

**I.1 BACKGROUND INFORMATION**

The City of Germantown is a community of approximately 41,000 people located in Shelby County. The City employs 360 full-time employees to deliver services to the citizens of Germantown. Currently, the City uses City employees as well as some contracted labor to clean all City buildings.

**I.2 GENERAL SCOPE OF SERVICES**

The City has selected special use facilities for the possibility of utilizing contracted labor for cleaning. This is a full service contract for cleaning services for all specified City facilities. Successful Contractor(s) will be required to furnish all cleaning supplies (glass cleaner, disinfectant, polish, etc.); operational equipment (buffer, brooms, vacuum cleaners, mops, buckets, large cleaning trash cans and liners, etc.); and all labor and supervision. City of Germantown also requires that the Contractors supply all expendable supplies, i.e., toilet tissue, hand towels, soap, trash can liners, etc.) and will also be required to furnish and install any required new or replacement dispensers for supplies. The successful Contractor’s(s) is responsible for supervision of their employees, and for performing service requirements and specifications at the frequency specified in the Request. Each location has individualized areas of cleaning which contractors should complete as specified.

Therefore, the City requests Proposals from Contractors on the cleaning services for the following locations:

- 1. Germantown Athletic Club (GAC)**
- 2. The Great Hall & Conference Center (GHCC)**
- 3. Pickering Center**
- 4. Park Restrooms, Concession Stands & Pavilions**
- 5. Tennis Pro Shop**
- 6. Germantown Community Library**
- 7. Germantown Regional History & Genealogy Center (GRHGC)**
- 8. Germantown Fire Department Training Facility**

### **I.3 PROPOSAL INQUIRIES**

All inquiries concerning this “Request for Proposals” (the “Request”) should be directed to the Purchasing Officer, City of Germantown, 1930 S. Germantown Road, Germantown, TN 38138. Formal inquiries must be submitted in writing via e-mail at [lpiefer@germantown-tn.gov](mailto:lpiefer@germantown-tn.gov). Informal inquiries that are informational in nature can be made at any time by calling the Purchasing division at (901) 757-7260. Any response to inquiries that affect all Contractors will result in notification by Addenda of all Contractors of such information.

### **I.4 PRE-PROPOSAL MEETING (Mandatory)**

A **Mandatory Pre-Proposal meeting** will be held to discuss the submittal requirements, Specifications and Contract related to this Proposal and to address any questions from potential Contractors. The conference will be held on **September 19, 2012 beginning at 8:15 a.m. CST. Meeting format and tours are as follows:**

1. General Meeting will cover introductions, RFP process, Contract, Addendums and Miscellaneous
2. Rest of the meeting will encompass tours of the facilities only. Any and all Questions will need to be submitted via e-mail to Purchasing Officer at [lpiefer@germantown-tn.gov](mailto:lpiefer@germantown-tn.gov)
3. The Main Library, GAC, GHCC and Fire Department Training Facility will have a designated person at the tour time to take everyone around the facilities.
4. Germantown Park Rangers will take everyone around to Tennis Pro Shop, Pickering Center GRHGC, Park Restrooms, Concession stands and Pavilions
5. Tour Times:

8:15 – 9:00 am	General Meeting at Municipal Center (1930 S. Germantown Road) (All Managers/City representatives need to be present)
9:15 – 10:00 am	Main Library (1925 Exeter Road)
10:15 – 11:00 am	The Great Hall & Conference Center (1900 S. Germantown Road)
11:15 am – 12:15pm	Germantown Athletic Club (1801 Exeter Road)
12:15 – 1:15	Lunch Break (On your Own)
1:30 – 2:00 pm	Germantown Fire Department Training Facility (3031 Forest Hill-Irene Road)
2:15 – 4:00 pm	Pickering Center (7771 Poplar Pike) GRHGC (7779 Poplar Pike) Park Restrooms, Concession stands and Pavilions (Selected Locations) Tennis Pro Shop (1910 S. Germantown Road)

## **I.5 MAILING ADDRESS**

Proposals and submittals shall either be mailed or hand-delivered to one of the following addresses:

Mail: Purchasing Officer  
City of Germantown  
P. O. Box 38809  
Germantown, TN 38183

Delivery: Purchasing Officer  
City of Germantown  
1930 S. Germantown Road  
Germantown, TN 38138

## **I.6 PROPOSAL SUBMITTAL DEADLINE**

All Proposals and submittals must be received by the City of Germantown Purchasing Officer at the address listed above prior to 2:00 p.m. CST on October 10, 2012. Each Proposal must be submitted in a sealed envelope with the following words clearly marked on the outside of the envelope: **JANITORIAL CLEANING SERVICES**. The Contractor's name and address must also be clearly indicated on the envelope. All submittals must be typewritten or machine printed, except that forms required as part of the submission may be hand-printed in ink.

## **I.7 CONSIDERATION OF PROPOSAL**

Any Proposal that is not received in the Purchasing Officer's office prior to the deadline date and time will not be considered and shall be returned unopened to the Contractor. The City reserves the right to accept or reject any and all Proposals and to waive technicalities or irregularities involving any Proposal and to accept partial Proposals.

Proposals should include all of the items listed in Section II: Proposal Submittal Content. Furthermore, the Contractor's Compliance Questionnaire (Appendix A) must be submitted with Contractor's Proposal.

## **I.8 PROPOSAL TIMELINE SUMMARY**

	<u>Date</u>
Issuance of Request for Proposals	September 7, 2012
Pre-Proposal Conference (Mandatory)	September 19, 8:15 a.m. CST
Facility Tours (Mandatory)	September 19, 2012 9:15 am – 4pm CST
Proposal Submittal Deadline	October 10, 2012 at 2:00 p.m. CST
Contractor Evaluation & Selection	October 10-31, 2012
Recommendation for Board Approval	November 12, 2012
Start Date	After Contract Completion (If approved by Board)

**Note: Board Approval date subject to change**

## **I.9 PROPOSAL DISPOSITION**

All Proposal submittals become the property of the City upon submission and will not be returned to the applicant.

## **I.10 SELECTION PROCESS**

Once the Proposal submission deadline has passed, designated City staff will review all Proposals and evaluation criteria, and shall select the Contractor with the Proposal that is best qualified and responsive to the City's specifications. Failure to meet the "Technical Requirements and Financial Requirements" (Section II) will be cause for rejection of the Proposal. In all cases, the City will be the sole judge as to whether a Contractor's Proposal has or has not satisfactorily met the requirements of this Request for Proposals.

The City may reject any Proposal submittal if it is conditional, incomplete, or contains irregularities. The City may waive any immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the "Request for Proposals" documents nor affect the recommendation for awarding of the contract.

## **I.11 EVALUATION CRITERIA**

The City will use the following criteria during the evaluation and selection process:

### **A. Technical Requirements**

1. Technical Requirements - Section II.1
2. Project Requirements - Section III.

### **B. Financial Requirements**

1. Financial Requirements- Section II.2 including completed form in **Appendix B**.

### **C. Qualifications of the Contractor**

1. History and years of experience of the firm.
2. Certification, licensing and training of staff that will work on the project.
3. Years of total experience of the staff that will work on the project.
4. Project examples that show past experience similar to the project.
5. Reference review of the firm and project.
6. Ability to comply with insurance requirement.
7. Evidence of Background Checks on all employees

### **D. Approach and Understanding of the Project**

1. The proposed scope of services is comprehensive.
2. The proposed scope of services meets the needs of the City's request.
3. The approach to the project shows that the Contractor understands the project.
4. The proposed scope of services discusses a unique approach to the project.



## **I.12 INFORMATION FOR THE SUCCESSFUL CONTRACTOR**

When a Contractor has been selected, a contract will be prepared which shall be subject to approval by the Germantown Board of Mayor and Aldermen. The standard form of the City's Contract for Services and/or Products is included in **Appendix K**.

The City will notify the successful Contractor that it is the successful Contractor by sending a written notice of award. Accompanying the notice of award will be the Contract for Services and/or Products ("Contract") (**Appendix K**); Insurance Requirements (**Appendix I**); the Performance and Payment Bond (**Appendix J**). The Contractor is required to return same to the City, properly executed, within fifteen (15) days of receipt.

The Contractor is required to sign the Contract as set out in the Proposal and acknowledged in Contract Acknowledgement Form (**Appendix H**) which is submitted with Proposal. The Contractor is required to sign the Payment & Performance Bond (**Appendix J**) exactly as set out therein, have an authorized agent of an insurance company authorized to do business in the State of Tennessee sign same and attach the agent's Power of Attorney. Said Performance Bond must be attached to the Contract. The Contractor is required to have an authorized agent of an insurance company or companies authorized to do business in the State of Tennessee sign the Certificate of Insurance Coverage (substantially in the form of **Appendix I**). The Certificate of Insurance Coverage must be attached to the Contract.

The Contractor shall be notified by the City when said Contract, with the required attachments, has been approved. The City will thereafter issue in writing to the Contractor notifying the Contractor to commence work under the Contract. When such occurs, the Contractor is required to commence work as specified therein.

If the Contractor fails to timely comply with the foregoing, the defaulting Contractor and the surety on its Proposal Bond shall become liable to the City for any damages suffered by the City because of such failure.

Further, the Contractor, by submitting its Proposal agrees that it has read and is familiar with all the terms and conditions of the documents making up the Contract documents and will abide by the terms and conditions thereof. The terms of this Request for Proposal and the successful Proposal shall be incorporated into the final Contract.

The Contract and other related documents will be interpreted in accordance with and controlled by the laws of the State of Tennessee. The original executed copy of the Contract shall remain on file at the Office of the City Clerk, 1930 South Germantown Road, Germantown, Tennessee 38138.

## **I.13 CONTRACTOR CERTIFICATION**

By submission of a Proposal, the Contractor certifies that they have not paid nor agreed to pay any person, other than bona fide employees of the Contractor, a fee or brokerage resulting from the award of the contract.

The City may, by written notice to the Contractor, disqualify a particular Contractor from consideration or cancel any award under this Request if it is found by the City that gratuities, in the form of

entertainment, gifts or other valuable considerations, were offered or given to any representative of the City with an intent to secure favorable treatment in the selection process.

#### **I.14 SUBCONTRACTORS**

It is the intent of the City to contract directly with a Contractor for all the services and/or products. If the Contractor will be relying upon the services and assistance of any third party for any services and/or products to be provided to the City pursuant to this Proposal, such relationships must be disclosed to the City. The Contractor should describe the nature of such relationships, including a description of all relevant agreements between the two parties. Furthermore, the City has the reserves the right to reject a Contractor's proposal if the Contractor's complete staffing plan includes only sub-contractors.

#### **I.15 PROPOSAL BOND REQUIREMENTS**

All Proposals will be required to submit a Proposal bond properly executed on form provided in **Appendix E** with their Proposal in the amount of five percent (5%) of the total Proposal price made payable to the City of Germantown. A Certified or Cashier's Check in the amount of five percent (5%) of the total Proposal price made payable to the City of Germantown is also acceptable.

#### **I.16 INSURANCE REQUIREMENTS**

The selected Contractor will be required to maintain the insurance requirements as specified in **Appendix I** and to submit a certificate of insurance and additional certifications as a part of this contract. It is strongly recommended that all Contractors review the enclosed insurance requirements with their insurance agency before submitting a Proposal.

#### **I.17 PAYMENT & PERFORMANCE BOND REQUIREMENTS**

The selected Contractor will be required to obtain Payment and Performance Bond as specified in **Appendix J** and to submit as a part of this contract. Selected Contractor is required to have an insurance company authorized to do business in the State of Tennessee sign the bond and attach his/her Power of Attorney. Payment and Performance Bonds must be attached to items above and made part of this contract.

## **SECTION II: PROPOSAL SUBMITTAL CONTENT**

### **II.1 TECHNICAL REQUIREMENTS**

A Proposal submittal will consist of **ten (10)** complete copies and one (1) copy on CD of the following items:

1. A cover letter stating that the Contractor formally submits his Proposal for consideration in the selection process for the project. The letter must indicate that the Contractor has attended the Mandatory Pre-Proposal Conference, that the Contractor understands the Proposal Specifications and requirements. A statement must also be included that the Contractor agrees to the terms and conditions as set forth herein.

The letter must also indicate that the Contractor has included the documents and information specified in the following:

- Appendix A - Contractor's Compliance Questionnaire
- Appendix B - Proposal Sheet (Financial Proposal)
- Appendix C - Contractor's Business Plan for Each Facility
- Appendix D - Contractor's Information & References
- Appendix E - Proposal Bond
- Appendix F - Drug & Alcohol Testing Acknowledgement Statement
- Appendix G - Title VI & Title IX Information (**Voluntary information**)
- Appendix H - Contract Acknowledgement Form

The cover letter will also include a statement that the Contractor (**if selected**) can comply with the requirements of the following:

- Appendix I - Insurance Requirements Certifications
- Appendix J - Payment & Performance Bonds

Finally, the cover letter must include representations that the Contractor will execute a contract in the form included in **Appendix K and acknowledged in Appendix H.**

2. Contractor's Business/Work Plans: In order to effectively select a qualified Contractor who can meet the requirements of the RFP, the City must evaluate the proposed facility business and work plans to be used by the Contractor in the performance of the requested services. Based on the Proposal submitted for the proposed work, each Contractor must submit a description of the proposed business/work plan as noted **in Appendix C.**
3. Qualifications - This section of the Proposal will provide the following:
  - Qualifications of the Contractor.
  - Qualifications of the key individuals who will work in City facilities.
  - References from at least three similar programs located in the U.S. (**Appendix D**)

Any Contractor may submit additional material provided that the above-required items are easily distinguished from such other material.

## II.2 FINANCIAL REQUIREMENTS

The City has selected special use facilities for the possibility of utilizing contracted labor for cleaning. This is a full service contract for cleaning services for all specified City facilities. Successful Contractor(s) will be required to furnish all cleaning supplies (glass cleaner, disinfectant, polish, etc.); operational equipment (buffer, brooms, vacuum cleaners, mops, buckets, large cleaning trash cans and liners, etc.); and all labor and supervision. City of Germantown also requires that the Contractors supply all expendable supplies, i.e., toilet tissue, hand towels, soap, trash can liners, etc.) and will also be required to furnish and install any required new or replacement dispensers for supplies. The successful Contractor's(s) is responsible for supervision of their employees, and for performing service requirements and specifications at the frequency specified in the Request. Each location has individualized areas of cleaning which contractors should complete as specified.

Fire Station No.4 Training facility is a LEEDS certified building. Therefore, Contractors will be required to use green seal products and environmentally certified cleaning procedures for this area. The City will decide based on the proposal submissions if it will require that these procedures be used in the rest of the facilities.

Contractors shall submit Financial Proposal proposals for equipment and services detailed in **Appendix C** under the following scenarios:

1. Per square feet and monthly price to provide cleaning services to include labor and supervision, cleaning equipment and cleaning supplies with the Contractors providing expendable supplies for to replenish for each facility
2. Environmental Certified Cleaning Procedures and Green Seal products Per square feet and monthly price to provide cleaning services to include labor and supervision, cleaning equipment and cleaning supplies with the Contractors providing expendable supplies for to replenish for each facility
3. Additional Unit Prices for the following:
  - a. Carpet Cleaning per square foot
  - b. Interior Windows per facility
  - c. Exterior Windows per facility
  - d. Special Events for all facilities except the GHCC
  - e. Contingency/Emergency Cleaning for all facilities areas except the GHCC
  - f. Additional employee labor to be used in other City areas not specified in this contract (Hourly Rates)

If there are other items needed or if these costs can be presented in a different matter, then please submit these in writing to the Purchasing Officer prior to the proposal submission deadline via e-mail at [Lpiefer@germantown-t.gov](mailto:Lpiefer@germantown-t.gov)

Furthermore, the period of this Contract shall be for Twenty-four (24) months. This Contract may be extended by the CITY for three (3) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of Sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence. The Proposal shall also include costs for the extension years.

## **SECTION III: PROJECT REQUIREMENTS**

At a minimum, the selected Contractor shall provide the City of Germantown with the following services and equipment:

### **III.1 General Conditions**

#### **A. Scope of Services**

The City has selected special use facilities for the possibility of utilizing contracted labor for cleaning. This is a full service contract for cleaning services for all specified City facilities. Successful Contractor(s) will be required to furnish all cleaning supplies (glass cleaner, disinfectant, polish, etc.); operational equipment (buffer, brooms, vacuum cleaners, mops, buckets, large cleaning trash cans and liners, etc.); and all labor and supervision. City of Germantown also requires that the Contractors supply all expendable supplies, i.e., toilet tissue, hand towels, soap, trash can liners, etc.) and will also be required to furnish and install any required new or replacement dispensers for supplies. The successful Contractor's(s) is responsible for supervision of their employees, and for performing service requirements and specifications at the frequency specified in the Request. Each location has individualized areas of cleaning which contractors should complete as specified.

The lack and/or omission of detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable. These items should be brought to the attention of the City prior to Proposal Submission.

Fire Station No.4 Training facility is a LEEDS certified building. Therefore, Contractors will be required to use green seal products and environmentally certified cleaning procedures for this area. The City will decide based on the proposal submissions if it will require that these procedures be used in the rest of the facilities.

#### **B. Contractor's Onsite Manager**

The City of Germantown places great emphasis on the on-site leadership by the Contractor. Each Contractor's designated Manager at each site location will perform multiple tasks daily to ensure compliance with the scope of work. Moreover, this individual plays a valuable role in establishing (and maintaining) open lines of communication and positive relations with designated City staff, which creates and fosters a bond dedicated to achieving mutual objectives.

On a daily basis, the Contractor's Manager will perform the following tasks:

- Plan and schedule the flow of work
- Organize equipment and supplies
- Assign, distribute, direct and coordinate work activities
- Control costs
- Seek ways to improve the cleaning product and practices
- Promote safe working conditions
- Encourage open lines of communications
- Recommend service improvement to the City

### C. Security

1. Contractor will be responsible for regulating any specified security system upon entering and leaving premises and will secure all outside doors upon exiting facility. Specified closing/opening procedures will be provided by the City for each facility.
2. It is the responsibility of the Contractor to keep the facilities secure during the cleaning process and after you leave by locking **all doors**. Visitors, friends, family members, strangers, children, etc. are not allowed to accompany you or your cleaning agency and will not be admitted into these facilities. **Only Qualified, Insured Personnel Are Allowed Into These Facilities.** Do not admit any Individual(s) strangers into these facilities.
3. **Keys Are Not To Be Duplicated By The Cleaning Service. No Exceptions.**

### D. Communication

1. Contractor must notify building contact of any observed irregularities during contract service. A designated process must be developed between Contractor and facility representative to record such information.
2. Successful Contractors(s) will be required to establish a sign-in and sign-out procedure for their employees. This information must be available for review by the City upon request. (No one besides designated employees should enter the building).
3. Contractor's employees are to maintain a professional appearance and demeanor at all times with staff. All Contractors' employees must be able to communicate with city personnel at all locations. Conversation should be minimal. Any inappropriate behavior of any kind, verbal or otherwise, will be grounds to have Contractor(s) immediately remove and replace employee. (No use of computers, phones, copier, or other equipment).
4. The City expects the ownership and management of the company to be directly involved in the day-to-day operations of the company, making it easier to resolve issues and initiate new programs and processes rapidly, without delays experienced.
5. Lines of Communication - Frequent communication is a key element of the success of this contract. Contractor's onsite manager must be readily available to handle any manager request or site problem. The City must find it easy to communicate with the Contractor. Contractor's employees must be equipped with two way radios and/or mobile phones in order to reach members of our management team and to facilitate rapid and timely communications for situations that require an immediate response.

### E. Employees

1. Contractors(s) and their employees or sub-contractors shall comply with the City of Germantown Code of Ethical Conduct for City Employees during those times when they are on-site at a City location and performing services with respect to this Contract. In addition, the Contractor shall comply with any laws or regulations regarding or affecting the execution of this Contract. Please refer to the City's Website for the Ethical Conduct for City Employee Standards: <http://www.germantown-tn.gov>

2. The successful Contractor(s) are responsible for supervision of their employees, and for performing service requirements and specifications at the frequency specified in the Request.
3. The successful Contractor(s) shall employ at all times the quantity and quality of personnel and supervision necessary for the effective and efficient management of cleaning operations. Supervisors will be required to make a minimum of one (1) nightly visit to each location.
4. Contractor(s) employees are to wear uniforms and company ID badges at all times while performing services in City of Germantown facilities. Employees not wearing uniforms and company ID badges will be sent from the location. Cleaning must be completed without the employee. Contractor is responsible for replacing individual immediately. Facilities must be cleaned regardless of the lack of staff.
5. The Contractor(s) is expected to accept responsibility and provide personal supervision for those persons employed by the Contractor(s). Supervision is required.
6. All supervisors shall have a thorough knowledge of cleaning procedures, supplies and equipment in order to properly train and direct employees and provide quality control.
7. Contractor(s) personnel must be trained on procedures for properly handling on-site emergencies, i.e., how to cut off water valves and who to call, etc.
8. If property damage results from Contractor(s) personnel negligence, cost to repair or replace will be deducted from monies due successful Contractor(s). This includes, but is not limited to, facility damage resulting from operator errors and/or faulty equipment. Reimbursements will be due within thirty (30) business days from notification
9. Contractor's employees are to maintain a professional appearance and demeanor at all times with staff. All Contractors' employees must be able to communicate with city personnel at all locations. Conversation should be minimal. Any inappropriate behavior of any kind, verbal or otherwise, will be grounds to have Contractor(s) immediately remove and replace employee. (There will be no use of City owned computers, phones, copier, or other equipment by the Contractor's Employees).

## **F. Performance**

1. During each year of the contract, the City of Germantown will evaluate the performance of the specified cleaning services on a monthly basis. Contractor (s) will be required to perform weekly inspections and be proactive with addressing all problems with City of Germantown personnel to ensure maximum quality control. Contractor(s) will be informed of deficiencies in writing by the City. Failure to take corrective actions may result in contract termination. Each location will also have individualized procedures
2. Should any facility be overlooked, and cleaning not occur or sub-standard cleaning, the service provider must take immediate steps to rectify this situation. Cleaning must occur within a twenty-four (24) hour time frame from notification by City of Germantown unless noted differently in each area's specification. Should more than three (3) occurrences of a similar nature transpire, the service provider will not bill the City for 25% of total expenses for the month of occurrence. Should this become a recurring event, City will notify the service provider with written notice giving them thirty (30) days from date of notification to rectify the situation or service provider will forfeit 50%

of one (1) month's supply budget and can be grounds for termination pursuant to the terms of the Contract

#### **G. Work Operations.**

1. The successful Contractor(s) shall employ at all times the quantity and quality of personnel and supervision necessary for the effective and efficient management of cleaning operations. Supervisors will be required to make a minimum of one (1) nightly visit to each location.
2. Contractor(s) to utilize safe cleaning procedures at all times and will accept responsibility for personal injury to Contractor(s) employees and staff during performance of service under this contract.
3. Contractor(s) to emphasize safety during use of powered and non-powered equipment. Use of internal combustion engines is not allowed. In the event of personal and/or property damage, City of Germantown will determine the extent and liabilities of the parties involved.
4. For all operations where furniture and equipment must be moved, no chairs, waste paper baskets or other similar items shall be stacked on desks, tables, or sills. Upon completion of work, all furniture and equipment is to be returned to its original position.
5. All equipment to be safe and in good working order. All equipment is to have safety features and accessories where applicable as required by existing (OSHA) standards and/or other laws. Safety inspection reports are to be available on job sites at all times. If any equipment is found to be unsafe and not in good working order, the equipment is to be removed from the site and replaced with acceptable equipment within one (1) business day.
6. Successful Contractor's must address productivity and supply allocations with their employees.
7. The Contractor should provide specific details about the company's environmental standards and green cleaning practices including but not limited to recycling, cleaning product information, green procurement strategies and green cleaning procedures
8. The Contractor shall provide a complete list of equipment used in cleaning all specified facilities.
9. The Contractor shall provide a complete list of all products used in cleaning all specified facilities.
10. If the Contractor is unable to complete a specific job task due to Facility issues; then it is the responsibility of the Contractor to notify the City Facility Representative immediately to discuss a plan of action.

#### **H. Standards**

1. The City of Germantown expects the Contractor to abide by the Cleaning Industry Management Standards (CIMS 1006:2009) set forth by the International Sanitary Supply Association.



2. The City has an ordinance that prohibits Smoking in any public building. There is no smoking, inside or outside the building of any of the buildings that the Contractor will be cleaning in this contract.

### **III.2 Specifications - Germantown Athletic Club (GAC)**

**Description:** Germantown Athletic Club is a City owned full service Athletic Club.  
**Location Address:** 1801 Exeter Road, Germantown, TN 38138  
**Contact Person:** Club Director  
**Hours of operation:** Monday through Thursday, 5:00 a.m. to 10:00 p.m.  
Friday, 5:00 a.m. to 9:00 p.m.  
Saturday, 7:00 a.m. to 9:00 p.m.  
Sunday, 10:00 a.m. to 6:00 p.m.

#### **SPECIAL REQUIREMENTS**

1. A requirement that all staff must be in uniform with name tag when working inside the Club. All individuals working in the Athletic Club will need some social skills, as there will be unavoidable interaction with members throughout the day.
2. A supervisor will need to be onsite throughout the day. This individual will be the direct contact for club management regarding maintenance issues or any other special circumstances.
3. Method of Communication with contractors concerning facility activities will be handled by calendar prepared by facility representative.
4. Inspection/evaluation procedures for ensuring that contractors have completed the cleaning properly and per specifications will be completed with Facility cleanliness checklist done by staff multiple random times throughout operating hours. Most senior manager on duty at the time will be responsible for monitoring.
5. Securing Facility:
  - a. Contractor will be responsible for securing facility after hours and special events if Club staff is not here.
  - b. Club will provide specified opening and closing procedures with keys for the Contractor to use.
6. Holidays:
  - a. The club is opened 360 days a year and is only closed on New Year's Day, Easter, July 4<sup>th</sup>, Thanksgiving and Christmas. Any day the club is open, the Contractor is required to be onsite to clean as specified.
7. Inclement weather policy for the Contractor:
  - a. If the club is open for business, then the contractor is expected to be on site.
8. Expectations/Standards from Club Representatives – The Club see 1,500-2,000 people per day come through the doors. Each day has peak hours and each week has peak days. The City

expects the contractor to know that heavy use areas like bathrooms, showers, hallways etc. need to be checked and cleaned multiple times per day. Having a schedule is very important; but just as important is the need for immediate response to facility issues that might arise.

#### **GENERAL FACILITY:**

- If bleach is used in the Club, all stains to flooring (hardwood, carpet, tile and locker room floors) will be replaced at the cost of the cleaning company.
- Weekly cleaning schedule of daily tasks for the common areas of the facility will be determined by Contractor and designated city representative.
- All tasks are considered daily unless otherwise specified.
- Deep and thorough cleaning should be done daily after hours.
- Club requests a minimum of one male and one female staff during the following specific hours of operation for locker rooms/bathroom and other high volume areas:
  - Monday –Thursday 6:00am – 9:00pm
  - Friday 6:00am – 8:00pm
  - Saturday 8:00am – 7:00pm
  - Sunday 11:00am -6:00pm

#### **Maintain Floors:**

- Sweep and mop floors. Floors and stairways shall be cleaned in an appropriate manner to maintain a clean appearance after cleaning. All dirt, debris, dust, scuffmarks, heel marks, stains, discoloration and foreign matter shall be removed. Baseboards, corners, and wall/floor edges shall also be cleaned. Where stairs are present, grease and grime should be removed from all stair guards and handrails and stairwells. Contractor shall remove all marks, dirt, smudges and scuffs and any foreign matter from adjoining stairwell walls to provide or maintain a clean/dust/cobweb free appearance. Standing water in and around locker rooms will be mopped as needed. During inclement weather, all floors will be paid special attention in order to maintain safety throughout the club.

#### **Exercise Dance/ Fitness Floors:**

- All floors used for exercise/fitness purposes shall be cleaned in accordance with (IAW) manufacturer recommended guidelines. Where manufacturer's recommended cleaning guidelines are not available the contractor will clean these areas in accordance with the best commercial practices. After cleaning, the floors will be free of all dirt, debris, dust, scuff marks, heel marks, stains, streaks, spots and other stains, discoloration and foreign matter.

#### **Bleachers/ Seating areas:**

- After cleaning, bleachers/ seating areas shall be free of film, dirt, smudges, water, chewing gum and other foreign matter. Underneath bleachers shall also be cleaned/disinfected, floors shall be free of any debris and chewing gum.

#### **Dry Mop Floors (gym, racquetball courts, dance floors):**

- After dry mop (dust mop) the floors will be free of dust, dirt and other debris.
- Damp mop all hardwood floors (gymnasium and fitness rooms) weekly to recommended guidelines and specs.

**Vacuum Carpets Floors/Stairways:**

- All carpeted floor areas(to include lifts) and stairways shall be cleaned so as to be free of all visible lint, dirt, debris, spots, litter and other foreign matter after cleaning. Stain removal shall be accomplished as necessary or directed by the Director or other designated management staff using carpet manufacturer's approved methods/best commercial practice. Clean interior/exterior walk-off mats/throw rugs, to be free of all visible lint, litter, soil, and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to normal location. All tears, burns, raveling shall be brought to the attention of management. All rubber/plastic mats shall be cleaned in an appropriate manner.

**Buff Floors:**

- To be completed after hours on a quarterly on the First Sunday of month.
- Floors shall be buffed to maintain integrity of specific flooring and manufacturer specifications. After buffing, flooring should present an appearance appropriate to the type flooring.

**Empty Trash Cans:**

- Daily
- All trash containers inside and outside (to include diaper pails in Kids Klub area and feminine products in female restrooms including Kids Klub, Family Locker Rooms and all other restroom/locker rooms.) and waste receptacles inside of the building shall be emptied into the nearest outside appropriate trash collection container. Trash receptacles shall be left clean, free of foreign matter and lined. After disinfecting, the containers shall be free of odor and present a clean, fresh smell. Liners will be the appropriate size and type for the receptacle and be changed as required. (Trash cans in the gym, Kids Klub and kitchens shall be disinfected according to the task frequency chart).

**Recyclable Materials (if applicable):**

- Items stored near trash receptacles, which are not marked "Trash" are associated with the recycling program and shall not be removed as trash.
- Have recycling picked up on a weekly basis.

**Clean Drinking Fountains:**

- Clean and disinfect the entire exterior surface of the drinking fountains, including orifices and drains. Fountains shall be free of streaks, stains, spots, smudges, scale, debris, and other obvious soil after cleaning.

**Clean Interior glass/ mirrors/ Stainless Steel/Plexiglass:**

- Clean all glass/mirrors inside the building, including interior of lifts, glass casing, frames, sills and glass in doors, partitions, walls, display cases, directory boards, etc. After cleaning, glass/mirrors shall be free of film, dirt, smudges, water and other foreign matter. All door furniture (brass fixtures) should present a clean and shiny appearance.

**Low /High Dusting:**

- All surfaces lower than 1.5 meters in height to include common areas i.e., baseboards, doorframes, windowsills (but not private office furniture such as desk) must be free of all dirt, dust, lint, cobwebs or other foreign debris and present a clean appearance. High dusting shall be performed for all surfaces/items greater than 1.5 meters in height. This includes

windows, display shelves, freezers, equipment and fixtures, ceiling vents, ventilators, and area surrounding air ducts and ceiling beams, lights, and wall mounted pieces. Where light shades are present they should be removed (where possible), and cleaned to eliminate dust and debris (both inside and out) and replaced.

#### **High Dusting Equipment:**

- Contractor will provide safe equipment to reach areas that are above 1.5 meters in height and equipment that is safe for the floors. (E.g. ladders, man-lifts, etc.)

#### **General Spot Cleaning:**

- Perform spot cleaning on a continual basis, Spot cleaning includes, removing or cleaning smudges, fingerprints, marks, streaks, spills, etc. from carpets and washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, baseboards, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of soil.

### **LOCKER ROOMS/RESTROOMS:**

#### **Basic Restrooms/Locker/Shower Cleaning Services:**

- Locker rooms include:
  - ❖ Aquatic locker rooms
  - ❖ Fitness locker rooms
  - ❖ Outdoor pool locker rooms (May – September)
- Clean all restrooms and locker rooms every hour during operation, before and after peak periods or as necessary to maintain a high degree of health and sanitation standards. This includes cleaning of locker room benches/inside lockers/tile under benches. Peak periods are currently designated as 8:00 AM – 10:30 AM, 1:00 PM – 3:00 PM and 5:00 PM – 8:00 PM. These peak periods are subject to change and contractor will be notified should changes occur.
- After hours, quarterly deep cleaning of all locker areas. This is to be done the 3<sup>rd</sup> Sunday of each quarter.
  - ❖ For outdoor locker rooms – Contractor should provide one deep, thorough cleaning before season (May) and one deep, thorough cleaning after season (September).

#### **Clean Disinfect/De-scale:**

- Completely clean, disinfect and where/when necessary de-scale all surfaces including doors, walls, partitions, lockers, benches, sinks, showers, shower fixtures, shower curtains, toilets, urinals, plumbing fixtures, shower mats, floor drains, mirrors, dispensers, handles, ventilation grates and associated hardware. After cleaning, item shall be free from streaks, stains, scale, urine, scum, urine and mineral deposits, mold, mildew and rust stains. This will include plunging of any toilets as well as cleaning any unsanitary surfaces due to the malfunctioning of toilets when necessary. Area should have a fresh clean smell.
- Shower curtains are to be provided and replaced every month.

#### **Clean/Disinfect - Walls/Partitions:**

- Perform nightly and as needed throughout the day

- Completely clean, disinfect walls and partitions in bathroom. After cleaning, items shall be free from streaks, stains, scale, scum, urine and mineral deposits, mold, mildew and rust stains. Area should have a fresh clean smell.

#### **Clean/Disinfect Floor Surfaces:**

- Perform nightly and as needed throughout the day, make sure clean at the end of business each day.
- After cleaning, the entire floor surface, including grout, shall be free from litter, dirt, dust, debris, scum, mildew and cleaning residue.
- Floors shall present a clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water.

#### **Re-Supply Restroom/Locker Rooms:**

- Perform hourly
- The contractor shall ensure restrooms/shower rooms are stocked sufficiently with supplies to fit all fixtures. The contractor will supply the following: liquid anti-bacterial soap, urinal pads, paper towels, and toilet paper and trash/recycle liners. The contractor will furnish the following supplies; liquid anti-bacterial soap, urinal deodorant cakes, mid grade paper towels, mid grade toilet paper and trash/recycle liners. Trash liners will be the appropriate size and type for the receptacle and be changed as required. Supplies should always be stocked and available to replace at any given time.

#### **Sauna Cleaning:**

- Perform cleaning daily
- Clean sauna walls, benches and floors according to manufacturer guidelines with hot soapy water. Where manufacturer's guidelines cannot be provided best commercial practices shall be used. After cleaning, the sauna shall be free of dirt, dust, lint, sweat and be free of odor.

#### **Outdoor Cleaning (when applicable/May -September):**

- All outdoor locker rooms, equipment, restrooms and storage spaces will be cleaned in accordance with indoor requirements.

### **KID'S AREAS**

#### **Operating hours:**

- Monday-Thursday 8 a-8 p
- Friday 8 a-7 p
- Saturday 8 a- 3 p
- Sunday 12 p- 5 p

Note: When school is in session Kids Zone does not open until 3.

#### **Kids/Tween Room Area:**

- Perform around the Kids/Tween room operating hours. These items include sweeping, dusting, mopping, sanitizing and vacuuming every night.

**Kids Klub Cleaning:**

- Safety and sanitation must be maintained in these facilities after cleaning. Director or other management staff must approve all cleaning products used in the Kids Klub and prior to use. Cleaning cloths/mops must be designated/color coded for bathrooms/food service eating areas and must be cleaned and disinfected daily. Mop water/disinfectant /cleaning cloths must be changed after each different activity area is completed (wiping of tables etc). Mops shall be cleaned thoroughly in fresh water and soap and rinsed in a sanitizing dilution of bleach before and after use. Mops shall be wrung as dry as possible and hung to dry. Disinfectant should be one-quarter cup of bleach to one gallon of water. Contract personnel shall coordinate with Kids Klub and management staff for daily cleaning requirements stipulated in this section. Contractor is responsible for ensuring all cleaning and will be held accountable for any material /equipment that are left unattended

**Clean/Disinfect Table/Chairs/High Chairs:**

- All tables, chairs and high chairs in children's activity rooms shall be cleaned and disinfected. After cleaning/disinfecting the furniture will be free of dust, dirt, debris, bodily fluids and have a clean, fresh smell.

**Clean/Disinfect Sinks and Toilet:**

- All sinks in children's activity rooms shall be cleaned and disinfected. After cleaning/disinfecting the sinks will be free of dust, dirt, debris and have a clean, fresh smell.

**Clean/Disinfect Furniture and Floors:**

- All hard floors/children's furniture/food prep areas/changing tables/walls in children's activity rooms shall be cleaned and disinfected. After cleaning/disinfecting the floors/furniture will be free of dust, dirt, debris, bodily fluids and have a clean fresh smell.
- Carpet in Kids Klub and Kids Zone to be shampooed monthly or as needed. First Saturday of every month after each area closes.

**OTHER AREAS:****Weight Floor Area:**

- Vacuum and machine wash fitness floor quarterly. All equipment must be moved by Club staff and will be coordinated with Contractor.
- Spot mop daily and dust mop daily under equipment.
- High dust all light fixtures and air ducts in weight area quarterly.

**Fitness Rooms/Pilates Room:**

- To be cleaned daily. Dispensing of all trash, cleaning mirrors, dust mopping, sweeping and mopping will be performed daily.

**Office Area:**

- All offices, the club café and outdoor concessions will be cleaned nightly. Cleaning will include dispensing of all trash, dusting and vacuuming.

**Clean Walls and baseboards:**

- All walls and baseboards should be vacuumed to remove all dust, cobwebs and other foreign matter.

**Clean Inside Glass/Mirrors:**

- All mirrors in locker rooms/strength rooms/aerobic exercise rooms and cardio rooms shall be cleaned. All glass in the racquetball/squash courts/saunas/steam rooms shall be cleaned. All glass doors in hallways/lobbies/stairways and entranceways shall also be cleaned. After cleaning they shall be free from traces of film, dirt, smudges, streaks, and water or other foreign matter.

**Clean Interior and Exterior Lights:**

- All ceiling and wall mounted, interior and exterior of lighting fixtures, vents, and coverings throughout the facility must be clean, dry, and free from dust, debris, grease, smears and cobwebs.

**Exterior Brick Entry**

- Outside- pressure wash exterior front semi-annually to include brick entry.

**Spin Room:**

- Clean and disinfect floors and empty de-humidifier in the morning and afternoon.
- Room should be vacuumed and mopped twice weekly.
- Fans need to be thoroughly cleaned free of fans, dust and debris weekly.

**Lost and Found:**

- The Athletic Clubs lost and found is located at the Exeter Kiosk. All lost and found items found by the cleaning crew will need to be turned in immediately to the Exeter Kiosk.

**SPECIAL AND PERIODIC CLEANING:****Periodic and Special Cleaning Services:**

- For all Periodic Services the contractor shall submit a monthly list of all periodic cleaning schedule services for each of the following 12 month periods to designated City representative. The contractor shall submit any changes to the annual schedule at least 30 days prior to the date of performance. Contractor shall submit a periodic cleaning schedule to the designated City representative no later than the first day of every month.

**Shampoo Carpets:**

- Perform quarterly include upstairs/downstairs
- All carpeted floor areas and stairways shall be shampooed with manufacturer's recommended product. The surface shall have a clean appearance; free of carpet pilings, stains, streaks, spots and other evidence of soil. All tears, burns, and raveling shall be brought to the attention of the facilities manager.

**Maintain Floors:**

- Perform semi-annual
- Hard floors shall be, scrubbed, waxed and or buffed as necessary to maintain surface integrity. After maintenance, flooring shall present a uniform appearance free from scuff

marks, stains, wax buildup, discoloration, mop strokes; baseboards, corners, and wall/floor edges shall also be clean.

**Exterior Window Cleaning:**

- Perform semi-annual
- Clean all exterior windows, including exterior frames, casings, and sills. After cleaning, glass and frames shall be free of film, dirt, smudges, water and other foreign matter. Where window screens are present they shall be removed before cleaning commences and replaced when cleaning is concluded. Where window screens cannot be removed for any reason it is the duty of the contractor to inform the Director or other designated management.

**Interior Window Cleaning:**

- Perform semi-annual
- Clean all interior windows including frames, casing and sills. After cleaning, glass and frames should be free of film, dirt, smudges, water and other foreign matter.

**Clean Interior and Exterior Lights:**

- Perform annually
- All ceiling and wall mounted, interior and exterior of lighting fixtures, vents and coverings must be clean, dry, and free from dust, debris, grease, smears and cobwebs.

**EMERGENCY CLEANING SERVICES:**

- Upon notification, the contractor shall perform emergency cleaning required in any building, area, or room covered under this contract. The designated City representative will notify the contractor as soon as an emergency cleaning requirement is known. Contractor shall begin emergency work, as determined by City, immediately, which maybe verbal. This service includes spills, vomit and other bodily fluids. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under this contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.

**CONTINGENCY/SPECIAL EVENT CLEANING:**

- Contingency/holiday/special event cleaning can be performed on any part of the facility the management identifies. The contracting officer or quality assurance person will notify the contractor as soon as a contingency requirement is known, but no less than two (2) weeks prior to the event. Any facility activated under this condition shall be thoroughly cleaned in any office areas, or common areas, also being called the “initial clean”. After which the contractor shall perform routine services as identified by the quality assurance person for the duration of the contingency. Upon completion of the contingency event, the contractor will again thoroughly clean the facility, also called “the final clean”. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under this contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.



- **Special events include but not limited to:**

- ❖ Open Houses (500-1,000 people in all areas of club)
- ❖ Gobble Wobble (500-1,000 people mainly outside and using club bathrooms)
- ❖ Germantown Half Marathon (3,000 people using Club showers and bathrooms)
- ❖ Membership Luau (300-500 people using the Outdoor Pool Area and Locker rooms)
- ❖ Swim meets (3 annually) with multiple days for each meet (no more than 500 for each meet using the Pool viewing area, pool deck, bathrooms, locker areas and common areas)
- ❖ Senior Expo (500-1,000 people using bathrooms, common areas, and gym floor after takedown)
- ❖ Business Expo (500-1,000 people using bathrooms, common areas, and gym floor after takedown)
- ❖ Birthday Parties (5-50 people using bathrooms and rental room)
- ❖ Project Graduation (100-200 people using common areas, bathrooms and gym floor after hours)

**EXCEPTIONS AND/OR ADDITIONS TO SPECIFICATIONS:**

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### III.3 Specifications - The Great Hall & Conference Center (GHCC)

**Description:** The Great Hall and Conference Center are city owned venues for the purpose of providing space for business meetings and social events  
Total Square Footage: 13,854

**Location Address:** 1900 S. Germantown Road Germantown, TN 38138

**Contact Person:** Mr. Chuck Porter, Manager

**Hours of operation:** Office Hours 8am-5pm Monday – Friday  
Event Hours may vary from 6am to 2am 7 days per week

#### SPECIAL REQUIREMENTS

##### 1. Rental Information from July 1, 2011 thru June 30, 2012

- Number of People in the average rental:
  - Conference Center: Range would be 20-60 people both during the week and weekends.
  - Great Hall Individuals Rooms
    - Each individual room of the Great Hall range is 20 - 80 people per event
  - Entire Great Hall range is 150 – 500 per event
    - Weddings on weekends average 175 people
    - Monday through Friday average is 200 (trade shows, banquets and large meetings)

Weekday Rentals (Monday - Friday)	Conf. Center	Great Hall -Individual Rooms	Great Hall- Entire Room		Weekend Rentals (Saturday - Sunday)	Conf. Center	Great Hall -Individual Rooms	Great Hall - Entire Room
July	7	17	1		July	15	3	5
August	17	20	2		August	14	5	3
September	22	14	0		September	13	0	5
October	18	24	2		October	16	7	3
November	22	27	3		November	13	2	3
December	10	14	3		December	16	0	4
January	24	22	1		January	16	0	4
February	26	28	4		February	16	11	1
March	25	7	4		March	12	5	2
April	30	23	1		April	12	7	4
May	27	16	4		May	14	11	4
June	25	24	1		June	17	5	7
Totals	253	236	26		Totals	174	56	45
Average/Month	21	20	2		Average/Month	15	5	4

##### 2. Coordinating of All Activities and Methods of Communication

Contractor shall designate its own employee as a Contract Representative. Such designation shall be in writing and provided to GHCC Representative with contact information (i.e. 24/hr phone number, cell phone, email address etc) listed. Contractor Representative and an approved

alternative shall be available during normal business hours to respond to inquiries and complaints. When the office is closed, an answering service or other means of communication will be provided to receive calls regarding Contractor's Performance of the contract work. Contractor will answer calls within two (2) hours of receipt of the call. Failure to respond within the time frame will be cause for assessment. The Contractor Representative shall provide overall management and coordination of the contract on the Contractor's behalf, shall act as the central point of contact with GHCC Representative.

### 3. Daily and Rental Cleaning

Cleaning of the facility should take place at agreed upon hours before operating hours and prior to any evening events taking place at the GHCC. Any additional cleaning anticipated will be communicated to the Contractor Representative by email immediately upon knowledge of additional services by the GHCC Representative.

### 4. Performance Issues

GHCC/City of Germantown will give Contractor written notice of deficiencies via email to contractor point of contact and if instances of non-performed or unsatisfactory service are not remedied within a reasonable time and to the GHCC satisfaction, GHCC, at its discretion may withhold from contractor's invoice all billings associated with that location such non-performed and/or unsatisfactory work as set out in this contract. Repeated offenses of non-performance and or unsatisfactory performance will be grounds for termination of default pursuant to contract.

### 5. Inspection/Evaluation Procedures

All prospective Contractors shall establish for the approval of the GHCC Manager or designee, a complete quality control program for the facility to assure the requirements of the contract are provided as specified. The quality control must be submitted in each Contractor's Proposal. The program shall include, but not be limited to the following:

- a. An internal inspection system covering all the services stated in the routine work procedures for each building of this contract.
- b. A checklist is to be used in inspecting contract performance during routine scheduled inspections.
- c. Designation of a project manager that will be the primary contact for the inspections and correction of deficiencies of service.
- d. An internal system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the City inspectors point out deficiencies.
- e. Establish a janitorial Communication Log for informational purposes between the City's Staff and Contractors employees.
- f. The establishment of a quarterly status meeting between the designated building representatives and the designated Contractor's Manager. This is necessary to facilitate communication and discuss any issues of contract compliance and service deficiencies

## 6. Securing Facility

All service personnel shall be capable of operating the security alarm systems located in the GHCC facility. Operation of such systems requires strict guidelines to be followed regarding no propped doors, arming of the systems, etc. The service personnel shall not leave keys in doors/locks or admit anyone into the building that is not a designated employee of the Contractor. Any doors previously locked and opened by service personnel shall be relocked prior to leaving the premises. Any key(s) issued to the Contractor must be surrendered upon request by the GHCC Representative. All doors shall be closed and locked upon completion of work. Interior lights shall be turned off prior to leaving unoccupied areas.

## 7. Contractor Housing Supplies

The Janitorial closets (A204 and A205) are available for use by the Contractor for the purpose of storing materials and equipment, excluding flammable materials. Contractor shall be responsible for the orderliness, cleanliness and stocking of this closet. Any problems with this area will be reported to the City facility Manager in a timely manner.

## 8. Holidays and Inclement Weather

On holidays when the facility is closed, no service will be required except as may be needed by GHCC by prior arrangement. The GHCC Representative will provide one week's notice of need. When buildings are closed due to inclement weather (snow, ice, etc.) the Contractor shall not be required to provide cleaning services during the closure period. It is the responsibility of the contractor to contact the GHCC Representative for updated information for such closures.

## 9. Expectations and Standards

The GHCC/City of Germantown expects the Contractor to abide by the Cleaning Industry Management Standards (CIMS 1006:2009) set forth by the International Sanitary Supply Association. The previously mentioned inspections and evaluation procedures will be utilized in management and monitoring of these expectations

### **GENERAL FACILITY:**

- The cleaning schedule of tasks for the common areas of the facility will be determined by the Contractor and the designated city representative.
- All tasks are considered daily unless otherwise specified.
- Deep and thorough cleaning should be done after each event.

### **SPECIFIC AREA CLEANING REQUIREMENTS**

#### **Great Hall (8265 sq. ft.)**

- Vacuum per event schedule. If vacuuming takes place after the events and the room is still set up, cleaning crew will be responsible for placing chairs on the tables or stacking the chairs before vacuuming begins. When vacuuming is completed, chairs will be placed back on the floor.

- Clean windows when needed inside and outside.
- Deep cleaning of carpet once every three months
- Daily or after each event pull garbage to the dumpster, replace garbage bags in trash cans and rinse out plastic liners weekly and as needed

**Kitchen** (231 sq. ft.)

- Mop floor daily
- Wax floor weekly
- Clean all kitchen appliances after each use both interior and exterior.
- Clean and polish all stainless steel with appropriate stainless steel cleaner

**Media Room** (2013 sq. ft.)

- Vacuum per event schedule
- Clean desktops when needed
- Straighten and adjust chairs for a neat appearance
- Clean food bar and food bar floor per event schedule
- Daily or after each event empty trash receptacles

**Great Hall Managers Office** (200 sq. ft.)

- Vacuum, dust, and empty waste baskets daily.

**Event Planners Office** (110 sq. ft.)

- Vacuum, dust, and empty waste baskets daily.

**Great Hall/Media Room Lobby (Tile Floor)** (880 sq.ft.)

- Mop and clean daily.

**Ladies' Bathroom** (431 sq. ft.)

- Daily: Mop Floor, clean stalls, cleans toilets and replenish toilet paper and paper towels for hand drying.
- Clean and polish in chrome or stainless steel with appropriate cleaning chemical
- Refill soap dispensers daily

**Men's Bathroom** (243 sq. ft.) .

- Daily: Mop Floor, clean stalls, cleans toilets and replenishes toilet paper and paper towels for hand drying.
- Clean and polish in chrome or stainless steel with appropriate cleaning chemical Refill soap dispensers daily.

**Great Hall/Media Room Hallway** (1481 sq. ft.)

- Vacuum and empty trash cans daily
- Dust baseboards, pictures, tables and any other dust gathering areas daily

**Outside**

- Empty and clean trash can under the canopy – Daily
- Sweep outside front entrance and outside on balcony - Daily

[illegible]

### III.4 Specifications - Pickering Center

**Description:** The Pickering Center serves as a public rental facility and is home to a variety of community non-profit organizations for their regular meetings including but not limited to the Germantown Kiwanis Club, Germantown Charity Horse Show and the Iris Society to name a few. The facility is also used to implement a variety of social and instructional programs for seniors and special needs individuals. Examples would be dances, art classes, bridge, bingo, etc. Some programming does occur at night.

**Location Address:** 7771 Poplar Pike in Germantown, TN 38138

**Contact Person:** **Natalie Ruffin, Recreation Superintendent, 757-7376**

**Hours of operation:** Hours of operation vary depending on the scheduled activity and/or rental. Typically, rentals are available in the afternoon, evening and weekends. Reoccurring activities that happen year round include:

Monday	Senior Art Classes	Morning to early afternoon
Tuesday	Senior Bridge Program	Morning to early afternoon
Wednesday	Senior Bridge Program	Morning to early afternoon
Thursday	Kiwanis Breakfast	Early morning
	Dance classes	Afternoon
	Dance Classes	Evening
Friday	Dances	Evening

#### **SPECIAL REQUIREMENTS**

##### 1. Coordinating of All Activities and Methods of Communication.

The contractor shall provide a primary contract representative to work with the department designee. Typically, parks and recreation program needs change seasonally. A quarterly meeting between the primary contract representative and the department designee shall be established in order to implement an effective plan of action for the upcoming season and to identify any issues. Then regular weekly (or when necessary) communications would take place via email and phone. Currently, staff sends facility maintenance staff a weekly schedule every Friday morning through an excel spreadsheet. This process would be continued between the department designee and the primary contract representative. The contractor shall also be required to provide other means of immediate contact such as cell phone numbers, emails, etc. for alternate key personnel if the primary contract representative is not available during critical events/situations.

Last Minute rentals will be handled per the specifications; the department designee will notify the contract representative as soon as last minute add-ons or rentals are known, but no less than 12 hours prior to the event. Contractor shall begin work within one hour of notification, which may be verbal. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under the contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.



## 2. Method of Communication with contactors

Currently, staff sends facility maintenance staff a weekly schedule via e-mail every Friday morning through an excel spreadsheet. The contract representative will be required to confirm receipt of all rental schedules and understanding of any noted instructions before the close of business on Fridays. This step insures that information was received and that the contractor is clear on the rental details and requirements.

## 3. Performance Issues

The department designee (or Park Ranger after office hours and on the weekends) will notify the contract representative as soon as the issue arises. Work shall begin within one hour of notification, which may be verbal. Performance of this work shall in no way relieve the contractor of performing normal custodial work under this contract. Penalties for not handling include withholding payment for non-performed and/or unsatisfactory work outlined in the specifications. Repeated offenses of non-performance and/or unsatisfactory performance will be grounds for termination.

## 4. Inspection/evaluation procedures for ensuring that contractors have completed the cleaning properly and per specifications.

During the bid process, contractor will submit inspection/evaluation procedures as well as identify method for correcting deficiencies to ensure that the contractor has completed the cleaning properly and per the specifications. The responsibility for monitoring will be shared by the department's primary designee and on-duty Park Rangers.

## 5. Securing Facility:

### a. Securing your facility after hours:

Facility is to be left as found regarding locked and unlocked status (Locks should be left as they were found). Contractor shall not leave keys in the door lock nor admit anyone into the building who is not an employee of the Contractor. Interior lights shall be turned off prior to leaving premises. Staff, rangers and or user groups will be responsible for securing facility after special events.

### b. Contractor access to keys for facilities:

Number of keys will be determined upon conversation with Contractor and must be surrendered upon termination of contract.

### c. Securing the building

Facility is to be left as found regarding locked and unlocked status (Locks should be left as they were found).

## 6. Storage Areas

A storage closet will be provided inside the Pickering Center lobby for the purpose of storing materials and equipment, excluding flammable materials. The Contractor will be responsible for keeping this area cleaned and well managed.

## 7. Holidays

	Pickering Center	Restrooms	Pro Shop
MLK Jr. Day	Based on rental request	No	Based on activity
Presidents Day	Based on rental request	Yes	Yes
Easter	Based on rental request	Yes	Yes
Memorial Day	Based on rental request	Yes	Yes
July Fourth	Based on rental request	Yes	Yes
Labor Day	Based on rental request	Yes	Yes
Thanksgiving	Based on rental request	Yes	Yes
Christmas Eve	Based on rental request	Yes	Based on activity
Christmas Day	Based on rental request	No	No
New Years Eve	Based on rental request	Yes	Based on activity
New Years Day	Based on rental request	No	No

## 8. Inclement weather policy

In the event of inclement weather and contractor deems it unsafe for crews to perform work, the Contractor will not be required to provide cleaning services during this period. However, cleaning should resume after weather conditions have improved and/or work area has been deemed safe.

## 9. Expectations or Standards

Consistently per contract specifications and within the requirements identified. Any unusual conditions or emergency incidences will be handled through cooperation and ensuring public needs are met.

## 10. Inspection Process

Pickering Center – checked randomly by staff, rangers and user groups.

### **GENERAL FACILITY:**

- This is a highly used city rental facility and should be cleaned daily. The contractor shall provide janitorial services Monday through Sunday (before 8 a.m.) with the \*exception of Thursday and twice on Wednesday. Cleaning schedule is outlined below.
  - ❖ Monday – before 8 a.m.
  - ❖ Tuesday – before 8 a.m.
  - ❖ \*Wednesday – before 8 a.m. and after midnight
  - ❖ \*Thursday – between 9 a.m. and 10 a.m.
  - ❖ Friday – before 8 a.m.
  - ❖ Saturday - before 8 a.m.
  - ❖ Sunday - before 8 a.m.
- General facility areas include:
  - ❖ Front lobby area
  - ❖ Main auditorium/meeting room

- ❖ 2 restrooms
- ❖ 3 storage spaces/closets
- ❖ Full kitchen

\*Restrooms and kitchen areas are listed separately below

**All tasks are considered daily unless otherwise specified:**

**Maintain Floors:**

- Sweep, mop and disinfect floors. Floors shall be cleaned in an appropriate manner to maintain a clean appearance after cleaning. All dirt, debris, dust, scuffmarks, heel marks, stains, discoloration and foreign matter shall be removed. Baseboards, corners, and wall/floor edges shall also be cleaned. Grout in kitchen and bathrooms should have the same clean standard.

**Empty Trash Cans:**

All trash containers (to include feminine products in female restrooms) and waste receptacles inside of the building including all large receptacles in the kitchen, front lobby area and main auditorium shall be emptied into the nearest outside appropriate trash collection container (on the south side of the parking lot). Trash receptacles shall be left clean, free of foreign matter and lined. After disinfecting, the containers shall be free of odor and present a clean, fresh smell. Liners will be the appropriate size and type for the receptacle and be changed as required.

- Recyclable Materials (if applicable): Items stored near trash receptacles, which are not marked "Trash" are associated with the recycling program and shall not be removed as trash.

**Empty Cigarette receptacle:**

- All cigarette receptacles outside of building shall be emptied into the nearest outside appropriate trash collection container (on the south side of the parking lot). Cigarette receptacles shall be left clean and free of foreign matter. After disinfecting, the containers shall be free of odor and present a clean, fresh smell.

**Clean Drinking Fountain:**

- Clean and disinfect the entire exterior surface of the drinking fountain in the lobby, including orifices and drain. Fountain shall be free of streaks, stains, spots, smudges, scale, debris, and other obvious soil after cleaning.

**Clean Interior glass/ mirrors:**

- Clean all glass/mirrors inside the building, including glass casing, frames, sills and glass in doors, partitions, walls, display cases, directory boards, etc. After cleaning, glass/mirrors shall be free of film, dirt, smudges, water and other foreign matter. All door metal fixtures should present a clean and shiny appearance.

**Interior Window Cleaning:**

- Clean all interior windows including frames, casing and sills. After cleaning, glass and frames should be free of film, dirt, smudges, water and other foreign matter.

**Clean Exterior glass:**

- Clean exterior glass in entry way. After cleaning, glass shall be free of film, dirt, smudges, water and other foreign matter. All door metal fixtures should present a clean and shiny appearance.

**Clean/Disinfect Tables/Chairs:**

- All tables, chairs and sitting in the lobby shall be cleaned and disinfected. After cleaning/disinfecting the furniture will be free of dust, dirt, debris, bodily fluids and have a clean, fresh smell.

**Low Dusting:**

- All surfaces lower than 1.5 meters in height to include common areas i.e., baseboards, doorframes, windowsills (but not private office furniture such as desk) must be free of all dirt, dust, lint, cobwebs or other foreign debris and present a clean appearance.

**High Dusting:**

- High dusting shall be performed for all surfaces/items greater than 1.5 meters in height. This includes windows, display shelves, vending machine, equipment and fixtures, ceiling vents, ventilators, and area surrounding air ducts and ceiling beams. Where light panels are present they should be cleaned to eliminate dust and debris (both inside and out).

**High Dusting Equipment:**

- Contractor will provide safe equipment to reach areas that are above 1.5 meters in height. (E.g. ladders, man-lifts, etc.)

**General Spot Cleaning:**

- Perform spot cleaning on a continual basis, Spot cleaning includes, removing or cleaning smudges, fingerprints, marks, streaks, spills, etc. from carpets and washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, baseboards, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of soil.

**Clean Interior Lights:**

- All interior ceiling, wall mounted lighting fixtures, vents, and coverings must be clean, dry, and free from dust, debris, grease, smears and cobwebs. The exterior lighting fixtures at the front entrance shall be included.

**Clean Entrances and Outdoor Porches:**

- Shake out and clean rugs at all entrance points/doors in the building.
- Sweep the outside entrance areas at least 20 ft. from the door and pick up any trash or debris. Appearance should be clean and inviting.

**Clean All Fixtures and Appliances in the Kitchen Area:**

- Completely clean, and disinfect de-grease all surfaces including doors, walls, counter tops, tables, chairs, microwave (inside and out), oven (inside and out), coffee pots, refrigerator (outside), sinks, drains, ventilation grates and cabinetry. After cleaning, item/surfaces shall be free from streaks, stains, grease, crumbs, food, mineral deposits, mold, mildew and rust

stains. Area should have a fresh clean smell. Straighten any paper or other kitchen products so that area is neat.

**Re-Supply Kitchen:**

- Perform at every visit
- The contractor shall ensure kitchen is stocked sufficiently with the following furnished supplies: liquid soap, hand paper towels and trash/recycle liners. The Contractor will furnish all of these supplies: liquid soap, hand paper towels and trash/recycle liners. Trash liners, liquid soap and hand paper towels will be the appropriate size and type for the receptacle and be changed as required.

<b>RESTROOMS/ CLEANING SERVICES (SUPPLIED CHECK LIST OF DAILY TASKS TO BE TURNED INTO CITY):</b>
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**Clean/Disinfect Floors, Toilets and other Surfaces:**

- Perform at every visit
- Sweep and wet mop/hose down floors with germicide solution. After cleaning, the entire floor surface, including grout, shall be free from litter, dirt, dust, debris, scum, mildew and cleaning residue. Floors shall present a clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water.
- Clean and disinfect all toilets, urinals, sinks, fixtures and stalls.
- Wash and dry stainless steel fittings and other bright work.
- Clean mirrors, counter tops, and all other horizontal surfaces.
- Spray wash walls and affected stall and partition surfaces, doors, doorjambs and trash container exteriors with hose nozzle and wipe down with disinfectant solution.
- Clean any debris from interior ceiling of restrooms.
- Clean all doors and walls and entrances removing marks, gum and/or graffiti.
- Plunges clogged toilets with plunger and resolve the clog.
- Complete supplied checklist for tasks performed.
- Report any fixture, dispenser malfunction or burned lights to designated City representative
- Empty all trash receptacles and replace liners in restrooms. Trash containers shall be emptied into the nearest outside appropriate trash collection container (on the south side of the parking lot).

**Re-Supply Restroom Rooms:**

- Perform at every visit  
The contractor shall ensure restrooms are stocked sufficiently with the following furnished supplies: liquid soap, urinal deodorant cakes, hand paper towels, toilet paper and trash/recycle liners. The Contractor will furnish all of these supplies: liquid soap, hand paper towels, toilet paper and trash/recycle liners. Trash liners will be the appropriate size and type for the receptacle and be changed as required. Provide extra toilet paper in chases or storage areas for the Park Rangers.

## **SPECIAL AND PERIODIC CLEANING:**

### **Periodic and Special Cleaning Services:**

- For all Periodic Services the contractor shall submit a monthly list of all periodic cleaning schedule services for each of the following 12 month periods to a designated City representative. The contractor shall also submit any changes to the annual schedule at least 30 days prior to the date of performance to designated City representative.

### **Steam Clean Kitchen and Bathroom Floors:**

- Perform quarterly – Mar, June, September and December
- All tile and terrazzo floor areas shall be steam cleaned using an effective method to be approved by designated City representative. The floor surfaces shall have a clean appearance; free of spilling, stains, streaks, spots, grease and other evidence of soil. All cracks shall be brought to the attention of the designated City representative.

### **Exterior Window Cleaning:**

- Perform monthly
- Clean all exterior windows, including exterior frames, casings, and sills. After cleaning, glass and frames shall be free of film, dirt, smudges, water and other foreign matter. Where window screens are present they shall be removed before cleaning commences and replaced when cleaning is concluded. Where window screens cannot be removed for any reason it is the duty of the contractor to inform designated City representative.

### **Clean Exterior Lights:**

- Perform quarterly – March, June, September and December. All exterior ceiling, wall mounted and lighting fixtures, vents and coverings must be clean, dry, and free from dust, debris, grease, smears and cobwebs. The exterior lighting fixtures at the front entrance shall be included

### **Maintain Floors:**

- Perform twice a year
- Floors shall be buffed to maintain integrity of specific flooring. Hard floors shall be stripped, scrubbed, sealed, waxed and buffed as necessary to maintain surface integrity. After maintenance, flooring shall present a uniform appearance free from scuff marks, stains, wax buildup, discoloration, mop strokes; baseboards, corners, and wall/floor edges shall also be clean.

## **EMERGENCY CLEANING SERVICES:**

- Upon notification, the contractor shall perform emergency cleaning required in any building, area, or room covered under this contract. The designated City representative will notify the contractor as soon as an emergency cleaning requirement is known. Contractor shall begin emergency work, as determined by the designated City representative, within one hour of notification, which may be verbal. This service could include spills, vomit and other bodily fluids; trash overflows and possible kitchen food prep messes. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under this contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.

**CONTINGENCY/SPECIAL MEETINGS/RENTALS/EVENTS CLEANING:**

- Special events include but are not limited to:
  - ❖ Parks and Recreation Adult Valentine Dance and Party
  - ❖ Parks and Recreation Special Recreation Dances
  - ❖ Kiwanis Pancake Breakfast
  - ❖ Charity Horse Show
  - ❖ Germantown Festival

**EXCEPTIONS AND/OR ADDITIONS TO SPECIFICATIONS:**

[illegible]





### **III.5 Specifications - Park Restrooms, Concession Stands & Pavilions**

**Description:** The City of Germantown Parks and Recreation Department manages park operations for all City parks and greenways. These are support facilities that include restrooms, pavilions and concession stands in many of these parks

**Location Address:** **Germantown Park Restrooms and Concession Stands**  
Greenway\* - Wolf River Nature Area, west trail head entrance  
Riverdale Park  
Farmington Park – plus concession stand  
Cameron Brown Fields 1-4  
Cameron Brown Field 5\*  
Bob Hailey Football – plus concession stand  
Bob Hailey Baseball – plus concession stand  
Houston Levee Park: Tennis \*  
Houston Levee Park: Softball – plus concession stand  
Johnson Road Park: Lacrosse – plus concession stand  
Johnson Road Park: Croquet\*  
Johnson Rood Park: Loop  
Soccerplex – plus concession stand  
Cloyes Soccer fields -plus concession stand  
Municipal Tennis Courts\*  
C.O. Franklin\*  
\* General Service restrooms are open 12 months a year

#### **Germantown Pavilions**

Houston Levee Park  
Johnson Road Park (2)  
Cameron Brown Park  
Municipal Park  
Riverdale Park

#### **Bobby Lanier Farm Park**

##### **Farm Season: March – November**

- During designated season, restroom should be cleaned daily (7 times per week), Monday through Sunday, and two cleanings on Saturday, noon and 6 p.m.
- During special events, restrooms should be cleaned every 2 hours.
- Perform daily cleaning services before 8 a.m., in order to coordinate with opening of park.

##### **Off Season: December, January, February**

- Restroom should be cleaned Monday, Wednesday, Friday, Saturday and Sunday.
- Daily cleaning shall be performed at a regular time as agreed upon between the contract representative and the department designee.

**Contact Person:**     **Natalie Ruffin, Recreation Superintendent, 757-7376**

**Hours of operation:** General Service restrooms are open to the public during park hours with park restrooms and concessions servicing sports programs during game and practice times only. Pavilions are rented on a first come basis to the general public for year-round use and to a variety of community based organizations, businesses and individuals using the amenities for cookouts and group functions. Hours of operation vary depending park hours.

## **SPECIAL REQUIREMENTS**

### **1. Coordinating of All Activities and Methods of Communication.**

The contractor shall provide a primary contract representative to work with the department designee. Typically, parks and recreation program needs change seasonally. A quarterly meeting between the primary contract representative and the department designee shall be established in order to implement an effective plan of action for the upcoming season and to identify any issues. Then regular weekly (or when necessary) communications would take place via email and phone. Currently, staff sends facility maintenance staff a weekly schedule every Friday morning through an excel spreadsheet. This process would be continued between the department designee and the primary contract representative. The contractor shall also be required to provide other means of immediate contact such as cell phone numbers, emails, etc. for alternate key personnel if the primary contract representative is not available during critical events/situations.

Last Minute rentals will be handled per the specifications; the department designee will notify the contract representative as soon as last minute add-ons or rentals are known, but no less than 12 hours prior to the event. Contractor shall begin work within one hour of notification, which may be verbal. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under the contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.

### **2. Method of Communication with contactors**

Currently, staff sends facility maintenance staff a weekly schedule via e-mail every Friday morning through an excel spreadsheet. The contract representative will be required to confirm receipt of all rental schedules and understanding of any noted instructions before the close of business on Fridays. This step insures that information was received and that the contractor is clear on the rental details and requirements.

### **3. Performance Issues**

The department designee (or Park Ranger after office hours and on the weekends) will notify the contract representative as soon as the issue arises. Work shall begin within one hour of notification, which may be verbal. Performance of this work shall in no way relieve the contractor of performing normal custodial work under this contract. Penalties for not handling include withholding payment for non-performed and/or unsatisfactory work outlined in the

specifications. Repeated offenses of non-performance and/or unsatisfactory performance will be grounds for termination.

#### 4. Inspection/evaluation procedures

During the bid process, contractor will submit inspection/evaluation procedures as well as to identify method for correcting deficiencies to ensure that the contractor has completed the cleaning properly and per the specifications. The responsibility for monitoring will be shared by the department's primary designee and on-duty Park Rangers.

#### 5. Securing Facility:

##### a. Securing your facility after hours:

Facility is to be left as found regarding locked and unlocked status (Locks should be left as they were found). Contractor shall not leave keys in the door lock nor admit anyone into the building who is not an employee of the Contractor. Interior lights shall be turned off prior to leaving premises. Staff, rangers and or user groups will be responsible for securing facility after special events.

##### b. Contractor access to keys for facilities:

##### c. Number of keys will be determined upon conversation with Contractor and must be surrendered upon termination of contract.

##### d. Securing the building

Facility is to be left as found regarding locked and unlocked status (Locks should be left as they were found).

#### 6. Storage Areas

Park Restrooms, Concessions and Pavilions – All supplies to be stored in Contractor's vehicle(s)

#### 7. Holidays

	Pickering Center	Restrooms	ProShop
MLK Jr. Day	Based on rental request	No	Based on activity
Presidents Day	Based on rental request	Yes	Yes
Easter	Based on rental request	Yes	Yes
Memorial Day	Based on rental request	Yes	Yes
July Fourth	Based on rental request	Yes	Yes
Labor Day	Based on rental request	Yes	Yes
Thanksgiving	Based on rental request	Yes	Yes
Christmas Eve	Based on rental request	Yes	Based on activity
Christmas Day	Based on rental request	No	No
New Years Eve	Based on rental request	Yes	Based on activity
New Years Day	Based on rental request	No	No

#### 8. Inclement weather policy

In the event of inclement weather and contractor deems it unsafe for crews to perform work, the Contractor will not be required to provide cleaning services during this period but cleaning should resume after weather conditions have improved and/or work area has been deemed safe.

## 9. Expectations or Standards

Consistently per contract specifications and within the requirements identified. Any unusual conditions or emergency incidences will be handled through cooperation and ensuring public needs are met.

## 10. Inspection Process

Park Restrooms - checked randomly by staff which includes user groups and rangers

### **GENERAL REQUIREMENTS:**

- Contractor must be available for callouts when required.
- Cleaning schedule will depend on seasonal usage and field activities. Examples of schedules can be provided upon request.
- Cleaning a restroom consists of cleaning mirrors, sinks, countertops, commodes, sweeping and mopping or hosing down floors, replenishing soap, toilet paper, hand towels and emptying all trash containers and waste receptacles inside the building. Trash shall be emptied into the nearest outside appropriate trash collection container.
- Cleaning a pavilion consists of trash collection and disposal, hosing and sweeping as scheduled, cleaning of picnic tables and grills (cleaned Monday, Wednesday, Friday, Saturday and Sunday and as dictated by rental demands)
- Pre and post cleaning of concessions per designated sports seasons. Cleaning a concessions building consists of trash collection and disposal, hosing and sweeping down floors, cleaning of countertops, sinks, replenishing soap, hand towels and emptying all trash containers and waste receptacle inside the building. Trash shall be emptied into the nearest outside appropriate trash collection container.
- Weekly cleaning schedule of daily tasks for the park support facilities will be determined by Contractor and the designated City representative.
- All tasks are considered daily unless otherwise specified.
- During peak season and/or during special events or tournaments, some support facilities will require multiple cleanings during the day. These times will be determined by the designated City representative.

### **GENERAL SERVICE RESTROOMS:**

- General Service restrooms should be cleaned daily (7 times per week), Monday through Sunday before 8 a.m., in order to coordinate with opening of parks and not to disrupt normal business activities

### **PARK RESTROOMS DURING DESIGNATED SPORTS SEASONS:**

- During designated sports seasons, restrooms should be cleaned daily (7 times per week), Monday through Sunday, and two cleanings on Saturday, noon and 6 p.m. During scheduled tournaments and/or special events, restrooms should be cleaned every 2 hours. Perform daily cleaning services to all park sites before 8 a.m., in order to coordinate with opening of parks. If cleaning occurs after park closing Maintenance Personnel will ensure doors remain locked.

## **PARK RESTROOMS DURING NON-DESIGNATED SPORTS SEASONS:**

- Park restrooms should be cleaned Monday, Wednesday, Friday, Saturday and Sunday. Daily cleaning should be performed before 8 a.m., so as not to disrupt normal business activities and in order to coordinate with opening of parks. If cleaning occurs after park closing Maintenance Personnel will ensure doors remain locked.

## **RESTROOM CLEANING SERVICES (SUPPLIED CHECK LIST OF DAILY TASKS TO BE TURNED INTO CITY):**

- Perform at every visit
- Clean and disinfect floors, toilets and other surfaces
- Sweep and wet mop/hose down floors with germicide solution. After cleaning, the entire floor surface, including grout, shall be free from litter, dirt, dust, debris, scum, mildew and cleaning residue. Floors shall present a clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water.
- Clean and disinfect all toilets, urinals, sinks, fixtures and stalls.
- Wash and dry stainless steel fittings and other bright work.
- Clean mirrors, counter tops, and all other horizontal surfaces.
- Spray wash walls and affected stall and partition surfaces, doors, doorjamb and trash container exteriors with hose nozzle and wipe down with disinfectant solution.
- Clean any debris from interior ceiling of restrooms.
- Clean all doors and walls and entrances removing marks, gum and/or graffiti.
- Wipe clean with disinfectant drinking fountains adjacent to restrooms.
- Plunges clogged toilets with plunger and resolve the clog.
- Empty all trash receptacles and replace liners in park restrooms. Trash containers shall be emptied into the nearest park trash collection container as designated by the City representative.
- Complete supplied checklist for tasks performed.
- Report any fixture, dispenser malfunction or burned lights to designated City representative

### **Re-Supply Restrooms:**

- Perform at every visit
- The contractor shall ensure restrooms are stocked sufficiently with the following furnished supplies: liquid soap, hand paper towels, toilet paper and trash/recycle liners. The Contractor will furnish all of these supplies: liquid soap, hand paper towels, toilet paper and trash/recycle liners. Trash liners will be the appropriate size and type for the receptacle and be changed as required. Provide extra toilet paper in chases or storage areas for the Park Rangers.

### **Trash Removal and Cleaning at Pavilion sites as requested:**

- Perform at every visit
- All areas around pavilion structure should be trash and litter free. Trash containers shall be emptied into the nearest park trash collection container as designated by the City representative. Trash receptacles shall be left clean, free of foreign matter and lined. After disinfecting, the containers shall be free of odor and present a clean, fresh smell. Liners will be the appropriate size and type for the receptacle and be changed as required.

- Recyclable Materials (if applicable): Items stored near trash receptacles, which are not marked “Trash” are associated with the recycling program and shall not be removed as trash.

**Clean/Disinfect Picnic Tables and Concrete Floors at Pavilion sites as requested:**

- Perform at every visit
- All picnic tables and concrete floors shall be cleaned and disinfected; hosed down as required. Water is available at each site for hosing. After cleaning/disinfecting the tables , seating and floors will be free of dust, dirt, debris, liquids and food waste and have a clean, fresh smell and appearance.

**SPECIAL AND PERIODIC CLEANING:**

**Periodic and Special Cleaning Services:**

- For all Periodic Services the contractor shall submit a monthly list of all periodic cleaning schedule services for each of the following 12 month periods to designated city representative. The contractor shall submit any changes to the annual schedule at least 30 days prior to the date of performance to the designated City representative.

**Restroom Ceilings and Exterior Awnings and Light Fixtures on Restroom Structures:**

- Perform monthly
- All ceiling and wall mounted, interior and exterior of lighting fixtures, vents, coverings and awnings must be clean, dry, and free from dust, debris, grease, smears, graffiti and cobwebs.

**EMERGENCY CLEANING SERVICES**

- Upon notification, the contractor shall perform emergency cleaning required in any building, area, or room covered under this contract. The designated City representative will notify the contractor as soon as an emergency cleaning requirement is known. Contractor shall begin emergency work, as determined by the Director, within one hour of notification, which may be verbal. This service could include spills, vomit and other bodily fluids; trash overflows and possible toilet overflows. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under this contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.

**CONTINGENCY/SPECIAL MEETINGS/RENTALS/EVENTS CLEANING:**

- Contingency/special event cleaning can be performed on any part of the facility the management identifies. The designated contractor representative will notify the contractor as soon as a contingency requirement is known, but no less than 12 hours prior to the event. Any facility activated under this condition shall be thoroughly cleaned in any office areas, or common areas, also being called the “initial clean”. After which the contractor shall perform routine services as identified by the quality assurance person for the duration of the contingency. Upon completion of the contingency event, the contractor will again thoroughly clean the facility, also called “the final clean”. The contractor will be notified no less than 12 hours prior to the contingency/special event. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under this contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.

[illegible]

### III.6 Specifications – Tennis Pro Shop

**Description:** The Pro Shop serves as a retail shop including but not limited to clothing, racquet stringing, concessions and program registration and is home to the Tennis Pro and his staff.

**Location Address:** 1910 South Germantown Road, TN 38138

**Contact Person:** Recreation Superintendent, 757-7376

**Hours of operation:** Hours of operation vary depending on the scheduled activity.  
Monday through Thursday, 8 to noon, 2 to 6:30 p.m.  
Friday 8 to noon, 2 to 5:30 p.m.  
Saturday 8 a.m. to 2 p.m.

#### SPECIAL REQUIREMENTS

##### 1. Coordinating of All Activities and Methods of Communication.

The contractor shall provide a primary contract representative to work with the department designee. Typically, parks and recreation program needs change seasonally. A quarterly meeting between the primary contract representative and the department designee shall be established in order to implement an effective plan of action for the upcoming season and to identify any issues. Then regular weekly (or when necessary) communications would take place via email and phone. Currently, staff sends facility maintenance staff a weekly schedule every Friday morning through an excel spreadsheet. This process would be continued between the department designee and the primary contract representative. The contractor shall also be required to provide other means of immediate contact such as cell phone numbers, emails, etc. for alternate key personnel if the primary contract representative is not available during critical events/situations.

Last Minute rentals will be handled per the specifications; the department designee will notify the contract representative as soon as last minute add-ons or rentals are known, but no less than 12 hours prior to the event. Contractor shall begin work within one hour of notification, which may be verbal. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under the contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.

##### 2. Method of Communication with contactors

Currently, staff sends facility maintenance staff a weekly schedule via e-mail every Friday morning through an excel spreadsheet. The contract representative will be required to confirm receipt of all rental schedules and understanding of any noted instructions before the close of business on Fridays. This step insures that information was received and that the contractor is clear on the rental details and requirements.

##### 3. Performance Issues

The department designee (or Park Ranger after office hours and on the weekends) will notify the contract representative as soon as the issue arises. Work shall begin within one hour of notification, which may be verbal. Performance of this work shall in no way relieve the



contractor of performing normal custodial work under this contract. Penalties for not handling include withholding payment for non-performed and/or unsatisfactory work outlined in the specifications. Repeated offenses of non-performance and/or unsatisfactory performance will be grounds for termination.

#### 4. Inspection/evaluation procedures

During the bid process, contractor will submit inspection/evaluation procedures as well as to identify method for correcting deficiencies to ensure that the contractor has completed the cleaning properly and per the specifications. The responsibility for monitoring will be shared by the department's primary designee and on-duty Park Rangers.

#### 5. Securing Facility:

##### a. Securing your facility after hours:

Facility is to be left as found regarding locked and unlocked status (Locks should be left as they were found). Contractor shall not leave keys in the door lock nor admit anyone into the building who is not an employee of the Contractor. Interior lights shall be turned off prior to leaving premises. Staff, rangers and or user groups will be responsible for securing facility after special events.

##### b. Contractor access to keys for facilities:

Number of keys will be determined upon conversation with Contractor and must be surrendered upon termination of contract.

##### c. Securing the building

Facility is to be left as found regarding locked and unlocked status (Locks should be left as they were found).

#### 6. Storage Areas

Tennis Pro Shop – All supplies to be stored in Contractor's vehicle(s)

#### 7. Holidays

	Pickering Center	Restrooms	ProShop
MLK Jr. Day	Based on rental request	No	Based on activity
Presidents Day	Based on rental request	Yes	Yes
Easter	Based on rental request	Yes	Yes
Memorial Day	Based on rental request	Yes	Yes
July Fourth	Based on rental request	Yes	Yes
Labor Day	Based on rental request	Yes	Yes
Thanksgiving	Based on rental request	Yes	Yes
Christmas Eve	Based on rental request	Yes	Based on activity
Christmas Day	Based on rental request	No	No
New Years Eve	Based on rental request	Yes	Based on activity
New Years Day	Based on rental request	No	No

#### 8. Inclement weather policy

In the event of inclement weather and contractor deems it unsafe for crews to perform work, the Contractor will not be required to provide cleaning services during this period but cleaning should resume after weather conditions have improved and/or work area has been deemed safe.

## 9. Expectations or Standards

Consistently per contract specifications and within the requirements identified. Any unusual conditions or emergency incidences will be handled through cooperation and ensuring public needs are met.

## 10. Inspection Process

Tennis Pro Shop – checked randomly by staff which includes Tennis staff.

### **GENERAL FACILITY:**

- Daily cleaning schedule (Two or three times a week) for the common area of the facility will be determined by Contractor and the Recreation Superintendent. All cleaning tasks should be done before and/or after activities.
- Cleaning to be done during operating hours: 9 a.m. to 6:30 p.m. Monday through Thursday or 8 a.m. to 2 p.m. Saturday
- General facility areas include:
  - ❖ Common/lobby area
  - ❖ Office
  - ❖ Storage closet
  - ❖ Kitchen

**All tasks are considered daily unless otherwise specified:**

#### **Maintain Floors:**

- Sweep, mop and disinfect floors. Floors shall be cleaned in an appropriate manner to maintain a clean appearance after cleaning. All dirt, debris, dust, scuffmarks, heel marks, stains, discoloration and foreign matter shall be removed. Baseboards, corners, and wall/floor edges shall also be cleaned.

#### **Empty Trash Cans:**

- All trash containers and waste receptacles inside of the building shall be emptied into the nearest outside appropriate trash collection container. Trash receptacles shall be left clean, free of foreign matter and lined. After disinfecting, the containers shall be free of odor and present a clean, fresh smell. Liners will be the appropriate size and type for the receptacle and be changed as required.
- Recyclable Materials (if applicable): Items stored near trash receptacles, which are not marked “Trash” are associated with the recycling program and shall not be removed as trash.

#### **Interior Window Cleaning:**

- Clean all interior windows including frames, casing and sills. After cleaning, glass and frames should be free of film, dirt, smudges, water and other foreign matter.

**Clean Exterior glass:**

- Clean exterior glass around the building. After cleaning, glass shall be free of film, dirt, smudges, water and other foreign matter. All door metal fixtures should present a clean and shiny appearance.

**Clean/Disinfect Tables/Chairs:**

- All tables, chairs and sitting in the lobby shall be cleaned and disinfected. After cleaning/disinfecting the furniture will be free of dust, dirt, debris, bodily fluids and have a clean, fresh smell.

**Low Dusting:**

- All surfaces lower than 1.5 meters in height to include common areas i.e., baseboards, doorframes, windowsills (but not private office furniture such as desk) must be free of all dirt, dust, lint, cobwebs or other foreign debris and present a clean appearance.

**High Dusting:**

- High dusting shall be performed for all surfaces/items greater than 1.5 meters in height. This includes windows, display shelves, vending machine, equipment and fixtures, ceiling vents, ventilators, and area surrounding air ducts and ceiling beams. Where light panels are present they should be cleaned to eliminate dust and debris (both inside and out).

**High Dusting Equipment:**

- Contractor will provide safe equipment to reach areas that are above 1.5 meters in height. (E.g. ladders, man-lifts, etc.)

**General Spot Cleaning:**

- Perform spot cleaning on a continual basis, Spot cleaning includes, removing or cleaning smudges, fingerprints, marks, streaks, spills, etc. from carpets and washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, baseboards, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of soil.

**Clean Interior Lights:**

- All interior ceiling, wall mounted lighting fixtures, vents, and coverings must be clean, dry, and free from dust, debris, grease, smears and cobwebs. The exterior lighting fixtures at the front entrance shall be included.

**Clean Entrances and Outdoor Porches:**

- Shake out and clean rugs at entrance point in the building.
- Sweep the outside entrance areas at least 20ft. from the door and pick up any trash or debris. Appearance should be clean and inviting.

**SPECIAL AND PERIODIC CLEANING:****Periodic and Special Cleaning Services:**

- For all Periodic Services the contractor shall submit a monthly list of all periodic cleaning schedule services for each of the following 12 month periods to the designated city

representative. The contractor shall submit any changes to the annual schedule at least 30 days prior to the date of performance to the designated city representative.

**Exterior Window Cleaning:**

- Perform monthly
- Clean all exterior windows, including exterior frames, casings, and sills. After cleaning, glass and frames shall be free of film, dirt, smudges, water and other foreign matter. Where window screens are present they shall be removed before cleaning commences and replaced when cleaning is concluded. Where window screens cannot be removed for any reason it is the duty of the contractor to inform the designated city representative

**Clean Exterior Lights:**

- Perform quarterly – March, June, September and December. All exterior ceiling, wall mounted and lighting fixtures, vents and coverings must be clean, dry, and free from dust, debris, grease, smears and cobwebs. The exterior lighting fixtures at the front entrance shall be included

**Maintain Floors:**

- Perform twice a year
- Floors shall be buffed to maintain integrity of specific flooring. Hard floors shall be stripped, scrubbed, sealed, waxed and buffed as necessary to maintain surface integrity. After maintenance, flooring shall present a uniform appearance free from scuff marks, stains, wax buildup, discoloration, mop strokes; baseboards, corners, and wall/floor edges shall also be clean.

**EMERGENCY CLEANING SERVICES:**

- Upon notification, the contractor shall perform emergency cleaning required in any building, area, or room covered under this contract. The designated City representative will notify the contractor as soon as an emergency cleaning requirement is known. Contractor shall begin emergency work, as determined by the City, within one hour of notification, which may be verbal. This service could include spills, vomit and other bodily fluids; trash overflows and possible kitchen food prep messes. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under this contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.

[illegible]

### III.7 Specifications - Germantown Community Library

**Description:** The Germantown Community Library is a 31,000 sq. foot facility with both customer and staff-only areas.

**Location Address:** 1925 Exeter Rd., Germantown, TN 38138. (901) 757-7323

**Contact Person:** Library Director or designated representative

**Hours of operation:**

Library:

Monday-Thursday 9:30 am – 9:00 pm (staff arrives at 9 am)

Friday-Saturday 9:30 am – 6:00 pm (staff arrives at 9 am)

Sunday 1:00 pm – 6:00 pm (staff arrives at 12:30 pm)

Book Store:

Monday – Closed, however, volunteers present 9:30-12:00

Tuesday/Thursday - 10:00 – 6:00

Wednesday/Friday – 10:00 – 4:00

Saturday- 1<sup>st</sup> Saturday of each month, 10:00-1:00

Sunday – Closed

#### **SPECIAL REQUIREMENTS**

1. Method of Communication

Email and phone shall be the preferred method of communication if there is something that will not be covered in the regularly scheduled cleaning.

2. Performance Issues

No-shows should be handled by sending someone the next morning. Poor Performance or areas missed could be discussed by email or phone and taken care of the following evening. Penalties would be determined by the city.

3. Inspection/evaluation procedures

The Director, Assistant Director and Business Manager for the main branch and the Library Associate Manager for the GRHGC would share the task of evaluating performance. A task list of items and when each should be completed can be developed for cleaning crew to check off daily.

4. Securing Facility:

Contractor will be responsible for securing building after hours

5. Holidays

Contractors are not expected to work holidays. Holidays correspond with the city's: New Year's Day & day after, Martin Luther King Jr Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after, and Christmas Day

6. Inclement weather policy

Contractor will need to call library before closing to check if we are open. If crew cannot come, the expectation would be to get someone in to perform cleaning tasks as soon as reasonably possible.

7. Expectations

Clean means doing whatever cleaning is needed in an area to remove dirt, stains, insects, marks, cobwebs, streaks from cleaning substances, etc. Areas have been identified as needing to be cleaned daily, every few days, weekly, or monthly. Cleaners need to be aware of these areas and be sure they are completed on this schedule. If unexpected cleaning is needed, then these areas should receive cleaning. A calendar of where to clean can be developed, along with a checklist to indicate what has been done. These can be located in a central location so cleaning crew can sign off on what has been done and library staff can evaluate. If problems occur, then library staff will need to call or email the cleaning supervisor to make him/her aware of specific needs. The City wants to work in partnership with cleaning staff, not as a disciplinarian.

**GENERAL INFORMATION:**

- **Cleaning supplies and equipment, with the exception of supplies and equipment needed for emergency cleaning by library staff will be kept offsite.**
- Onsite cleaning supplies should be made available to staff: spray disinfectant, trash bags, rubber gloves, vomit materials, toilet paper, paper towels, soap dispenser refill carpet spot cleaner, glass cleaner, dusting spray, graffiti remover, white board cleaner)

**GENERAL FACILITY:**

- Deep and thorough cleaning should be done after hours Monday through Sunday. Definition of Deep & Thorough Cleaning is doing what is necessary for the area to be clean and considered clean by the average person. Spot check floors, corners, window sills, table tops, under tables, etc. to see if additional cleaning is necessary
- Additional daily cleaning should be completed Monday through Saturday during opening hours by uniformed staff with I.D. tags. Cleaning of all customer bathrooms-2 adult; 2 children's (clean with disinfectant all/ sinks, counters, toilets, urinals; wipe smudges from mirrors, sweep and mop floors, pick up trash from floors & counters, empty trash receptacles as needed) and sweeping/vacuuming of front entryways and two patios (including Book Store, inside & outside floor mats, & outside walkway to the street) should occur Monday through Saturday, between the hours of 1:00 pm and 3:00 pm.
- Trash throughout the building (includes Book Store, bathrooms, trash cans in lobby, trash cans in both customer & staff areas) should be emptied all seven days the building is open
- Bathrooms (2 adult; 2 children's, staff) should be cleaned all seven days the building is open. This includes disinfecting toilets, urinals, sinks, counters; sweeping and mopping floors; cleaning mirrors; emptying trash & feminine product receptacles; disinfecting door stalls inside & out; disinfecting changing tables; disinfecting towel or hand drying dispensers; cleaning & refilling soap dispensers.
- Entry hall, including rubber and carpeted floor mats, and outside walkway, swept and vacuumed all seven days the building is open
- Cleaning should not interfere with scheduled evening meetings or programs

- Book Store should be vacuumed and dusted Monday through Friday, on first Saturday of the month, and after special events. Book Store kitchen should be cleaned and mopped weekly (includes cleaning all counters and sink with disinfectant). Refrigerator should be cleaned inside and out with disinfectant twice a month.
- Conference Room and Quiet Room should be daily vacuumed, tables wiped with disinfectant, trash picked up and receptacles emptied and white board cleaned with appropriate cleaning solution.
- Receiving Room inside & outside entranceways & floor should be cleaned daily.
- All tables, study carrels, & computer carrels should be dusted & cleaned with appropriate disinfectant daily. All chairs (wooden and vinyl) should be wiped with appropriate cleaning solutions three times per week.
- Cloth armchairs and benches should be vacuumed twice weekly and spot cleaned with appropriate cleaner as needed.
- Blue cloth stackable chairs should be vacuumed twice monthly and spot cleaned with appropriate cleaner as needed.
- Care must be taken to ensure that the alarm is reset and all outside doors are secured and locked every time the building is left unoccupied
- Report in writing to designated Library representative when observe broken furniture, graffiti, or any items/areas that need to be fixed.
- Graffiti found inside or outside the building should be removed from all furniture, walls, or floor with appropriate cleaner.
- Staff Room tables, kitchen counters, and sink should be cleaned with disinfectant daily. Couches and chairs should be cleaned with appropriate cleaning supplies three times a week. Refrigerator should be cleaned inside and out with disinfectant twice a month. Floors should be swept daily and mopped three times a week and as needed.
- Entryways and patio areas should be swept clean of all debris, including leaves, trash, and cigarette butts daily.

#### **Maintain Floors:**

- Sweep floors. Floors and entryways shall be clean of all dirt, debris, dust, scuffmarks, heel marks stains, discoloration and foreign matter shall be removed, baseboards, corners, and wall/floor edges shall also be cleaned and free of dust or cobwebs
- All floors (w/the exception of Staff Room, non bathroom floor area) will be dust/wet mopped daily. Scuffs and marks should be removed daily. Waxing should be performed at least twice quarterly and as needed.
- Floors in entryway shall be buffed weekly and as needed to maintain integrity of specific flooring.
- Carpeted areas shall be vacuumed daily, including under tables, computer carrels and study carrels and inside & outside office areas and office cubicles.
- Clean interior/exterior mats free of all visible lint, litter, soil, and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to normal location.

#### **Empty Trash Cans and trash receptacles:**

- Empty all trash cans each of the seven days the building is open
- Empty all feminine product receptacles seven days a week
- Empty outside cigarette butts from smoking area twice weekly; replace sand in container as needed



- Trash receptacles shall be left clean, free of foreign matter and lined. After disinfecting, the containers shall be free of odor and present a clean, fresh smell.
- Liners will be the appropriate size and type for the receptacle and be changed as required.

#### **Emptying Trash:**

- All trash should be collected, bagged and dumped into outside dumpster
- All recyclable materials should be collected and placed in designated containers located inside dumpster gate area. These include individual waste cans throughout offices and library area, and blue paper and can/soda containers in front hallway, Book Store, and Staff Room and any other areas in the building.

#### **Clean Drinking Fountains: (entryway and Children's Area)**

- Clean and disinfect the entire exterior surface of the drinking fountains, including orifices and drains. Fountains shall be free of streaks, stains, spots, smudges, scale, debris, and other obvious soil after cleaning.

#### **Clean Interior Glass/Mirrors:**

- Clean all glass/mirrors inside the building, including frames, sills, and glass in doors, display cases, signs, etc. After cleaning, glass/mirrors shall be free of film, dirt, smudges, water and other foreign matter. All door fixtures should present a clean and shiny appearance.

#### **Dusting:**

- Dusting shall be performed for all surfaces. This includes service counters, tables and chairs, computer cubicles, windows sills both high and low, display shelves, book and material shelves, equipment, air ducts, and fixtures. Book Shelves shall be dusted in spaces surrounding the materials. Dusting in these areas should occur free of moisture or dusting products. Dusting should occur daily.

#### **General Spot Cleaning:**

- Perform spot cleaning on a continual basis. Spot cleaning includes removing or cleaning smudges, fingerprints, marks, streaks, spills, etc. from carpets, tiled floors, plastic tables, and washable services of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, baseboards, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of soil.
- Telephones and public computer mice should periodically be cleaned with disinfectant wipes.
- All carpeted areas should be spot cleaned as needed. This includes removing food and other stains using appropriate carpet cleaner in all areas of the library, including customer and staff areas.

#### **Restrooms (Adult, Children's, Staff):**

- Restrooms shall be cleaned each of the seven days the building is open.
- Completely clean, disinfect, all surfaces including walls, doors, partitions, sinks, fixtures, toilets, toilet seats top and bottom, urinals, plumbing fixtures, mirrors, dispensers, handles, ventilation grates and associated hardware.
- After cleaning it shall be free from streaks, stains, scale, urine scum, urine and mineral deposits, mold, mildew and rust stains. Area should have a fresh clean smell.

- Floors should be swept & mopped daily. Floor shall present a clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water
- Replace paper towels, toilet paper, and soap daily as needed in customer and staff bathrooms.

#### **Story Time Room:**

- Entryway floor should be swept and mopped daily.
- Sink, water fountain, and counters should be disinfected daily
- Carpet and area rugs should be vacuumed daily.
- Carpet and area rugs should be spot cleaned daily
- Tables and chairs should be cleaned and disinfected three times per week and as needed
- Trash receptacles should be emptied daily
- Area rug should be shampooed every month

#### **Children's and Young Adult Areas:**

- Area rugs should be vacuumed daily
- Area rugs should be spot cleaned daily
- Area rugs should be shampooed every other month
- Tables, chairs, computer carrels, counter tops, tops of shelving and display tables should be cleaned and disinfected three times per week and as needed

#### **Shampoo Carpets:**

- Perform three times per year for entire carpeting in all areas (except Children's Story Time Room which is specified in this section)
- All carpeted floor areas shall be shampooed with manufacturer's recommended product. Furniture will be moved from the areas to be cleaned. The surface shall have a clean appearance; free of carpet pilings, stains, streaks, spots and other evidence of soil. All tears, burns, and raveling shall be brought to the attention of the facilities manager.
- Spot cleaning of carpets and area rugs should be done daily as needed.
- Children's Story Time carpet should be shampooed quarterly in May, August, November, and February.

#### **Maintain Floors:**

- Library entryway should be stripped and waxed as least twice quarterly. Scuff and marks should be removed daily.
- Stripping and waxing of non carpeted floors should be performed three-times per year for all flooring in all areas of the library.
- Hard floors shall be stripped, scrubbed, sealed, waxed and or buffed as necessary to maintain surface integrity. Furniture will be moved from the area to be cleaned, and then repositioned after finished. After maintenance, flooring shall present a uniform appearance free from scuff marks, stains, wax buildup, discoloration, and mop strokes. Baseboards, corners, and wall/floor edges shall also be clean.

#### **Exterior Window Cleaning:**

- Clean all building exterior windows twice yearly.
- Clean all exterior windows, including exterior frames, casings, and sills. After cleaning, glass and frames shall be free of film, dirt smudges, water and other foreign matter. Where window

screens are present they shall be removed before cleaning commences and replaced when cleaning is concluded.

**Interior Window Cleaning:**

- All windows should be cleaned three (3) times year (January, April, August)
- Clean all interior window including frames, casing and sills. After cleaning, glass and frames should be free of film, dirt, cobwebs, smudges, water and other foreign matter.

**Clean Interior and Exterior Lights:**

- Perform twice yearly all ceiling and wall mounted, interior and exterior of lighting fixtures, vents and coverings must be clean, dry, and free from dust, debris, grease, smears, and cobwebs.

**SPECIAL AND PERIODIC CLEANING:**

- For all Periodic Services the contractor shall submit a monthly list of all periodic cleaning schedule services to the designated city representative. The contractor shall submit any changes to the annual schedule at least 30 days prior to the date of performance to designated city representative.

**EMERGENCY CLEANING SERVICES:**

- Upon notification, the contractor shall perform emergency cleaning required in the building in area covered under this contract.
- Contractor will be telephoned by Library Director or Business Manager when emergency cleaning is required.
- Onsite cleaning supplies should be made available to staff: spray disinfectant, trash bags, rubber gloves, vomit materials, soap dispenser refill, toilet paper, paper towels carpet spot cleaner, glass cleaner, dusting spray, graffiti remover, white board cleaner)

**CONTINGENCY/SPECIAL EVENTS CLEANING:**

- Contingency/special event cleaning can be performed on any part of the facility the management identifies. The contractor will be notified 24 hours prior to the contingency/special event.

[illegible]

### III. 8 Specifications – Germantown Regional History & Genealogy Center

**Description:** Germantown Regional History and Genealogy Center (GRHGC) is a research facility made up of a library area, the office areas of the TN Genealogical Society, two adult restrooms and a handicap accessible restroom.

**Location Address:** 7779 Poplar Pike, Germantown, TN 38138

**Contact Person:** Library Director and GRHGC Manager at (901) 757-8480

**Hours of operation:**

Monday	10:00-2:00
Tuesday	10:00-4:00
Thursday	10:00-4:00
Saturday	9:00-5:00

#### **SPECIAL REQUIREMENTS**

1. Method of Communication  
Email and phone is the preferred method of communication if there is something that will not be covered in the regularly scheduled cleaning.
2. Performance Issues  
No-shows should be handled by sending someone the next morning. Poor Performance or areas missed could be discussed by email or phone and taken care of the following evening. Penalties would be determined by the city.
3. Inspection/evaluation procedures  
The Director, Assistant Director and Business Manager for the main branch and the Library Associate Manager for the GRHGC would share the task of evaluating performance. A task list of items and when each should be completed can be developed for cleaning crew to check off daily.
4. Securing Facility:  
Contractor will be responsible for securing building after hours
5. Holidays  
Contractors are not expected to work holidays. Holidays correspond with the city's.: New Year's Day & day after, Martin Luther King Jr Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after, and Christmas Day
6. Inclement weather policy  
Contractor will need to call library before closing to check if we are open. If crew cannot come, the expectation would be to get someone in to perform cleaning tasks as soon as reasonably possible.
7. Expectations  
Clean means doing whatever cleaning is needed in an area to remove dirt, stains, insects, marks, cobwebs, streaks from cleaning substances, etc. Areas have been identified as needing to be cleaned daily, every few days, weekly, or monthly. Cleaners need to be aware of these areas and be sure they are completed on this schedule. If unexpected cleaning is needed, then these areas

should receive cleaning. A calendar of where to clean can be developed, along with a checklist to indicate what has been done. These can be located in a central location so cleaning crew can sign off on what has been done and library staff can evaluate. If problems occur, then library staff will need to call or email the cleaning supervisor to make him/her aware of specific needs. Library staff wants to work in partnership with cleaning staff, not as a disciplinarian

#### **GENERAL INFORMATION:**

- The GRHGC is open on Monday, Tuesday, Thursday, and Saturday. Cleaning can occur after hours, which means after 6 pm. Cleaning should happen the evening after each day it is open.
- **Cleaning supplies and equipment, with the exception of supplies and equipment needed for emergency cleaning by library staff will be kept offsite.**
- Onsite cleaning supplies should be made available to staff: spray disinfectant, trash bags, rubber gloves, vomit materials, toilet paper, paper towels, soap dispenser refill carpet spot cleaner, glass cleaner, dusting spray, graffiti remover, white board cleaner)

#### **GENERAL FACILITY:**

- Deep and thorough cleaning should be done after hours
- Any cleaning completed during opening hours should be done by uniformed staff with I.D. tags.
- Trash throughout the building should be emptied all four days the building is open. This includes feminine product receptacles and kitchen garbage.
- Bathrooms should be cleaned all four days the building is open
- Entry hall, including floor mats, and outside walkway, swept all four days the building is open
- Staff/Volunteer kitchen should be cleaned all four days building open. This includes disinfecting all countertops, sink, and table. Refrigerator should be cleaned inside and outside twice monthly.
- Cleaning should not interfere with scheduled evening meetings or programs
- Care must be taken to ensure that the alarm is reset and outside doors are locked every time the building is left unoccupied

#### **Maintain Floors (Daily):**

- Sweep floors. Floors and entryways (12 feet from the doors for outside entryway) shall be clean of all dirt, debris, dust, scuffmarks, heel marks stains, discoloration and foreign matter shall be removed, baseboards, corners, and wall/floor edges shall also be cleaned and free of dust or cobwebs
- Tiled/Hard floors will be swept, dust/wet mopped on a weekly basis
- Floors shall be buffed monthly and as needed to maintain integrity of specific flooring.
- Carpeted areas shall be vacuumed each day building is open, including under tables and inside office area cubicles.
- The staff break room area shall be vacuumed and swept, including under the table.
- Clean interior/exterior mats free of all visible lint, litter, soil, and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to normal location.
- Twice yearly hard floors shall be stripped, scrubbed, sealed, waxed and or buffed as necessary to maintain surface integrity. Furniture will be moved from the area to be cleaned.

After maintenance, flooring shall present a uniform appearance free from scuff marks, stains, wax buildup, discoloration, and mop strokes. Baseboards, corners, and wall/floor edges shall also be clean.

- Entire Carpeted floor areas should be shampooed three times per year

#### **Empty Trash Cans:**

- Empty all trash cans each of the four days the center is open
- Trash receptacles shall be left clean, free of foreign matter and lined. After disinfecting, the containers shall be free of odor and present a clean, fresh smell.
- Liners will be the appropriate size and type for the receptacle and be changed as required.

#### **Emptying Trash:**

- All trash should be collected, bagged and dumped into outside dumpster
- All recyclable materials should be collected and placed in designated containers located inside dumpster gate area. These include individual waste cans throughout offices and library area, and blue paper and can/soda containers in Staff/Volunteer Room and any other areas in the building.

#### **Clean Drinking Fountain:**

- Clean and disinfect the entire exterior surface of the drinking fountains, including orifices and drains. Fountains shall be free of streaks, stains, spots, smudges, scale, debris, and other obvious soil after cleaning.

#### **Clean Interior Glass/Mirrors:**

- Clean all glass/mirrors inside the building, including frames, sills, and glass in doors, display cases, signs, etc. After cleaning, glass/mirrors shall be free of film, dirt, smudges, water and other foreign matter. All door fixtures should present a clean and shiny appearance.

#### **Dusting:**

- Dusting shall be performed for all surfaces. This includes tables and chairs, computer cubicles, windows, display shelves, equipment, air ducts, and fixtures.
- Book Shelves shall be dusted in spaces surrounding the materials. Dusting in these areas should occur free of moisture or dusting products.
- Dusting should occur twice weekly

#### **General Spot Cleaning:**

- Perform spot cleaning on a continual basis. Spot cleaning includes removing or cleaning smudges, fingerprints, marks, streaks, spills, etc. from carpets, tiled floors, plastic tables, and washable services of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, baseboards, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of soil.
- Telephones and public computer mice should periodically be cleaned with disinfectant wipes.
- Tables, counters, carrels, and chairs should be wiped weekly with appropriate disinfectant
- Cloth chairs should be vacuumed monthly
- Staff/Volunteer Break Room should be mopped weekly. Table and counters should be wiped daily.

**Restrooms:**

- Restrooms shall be cleaned each of the four days the center is open.
- Completely clean, disinfect, all surfaces including walls, doors, partitions, sinks, fixtures, toilets, toilet seats top and bottom, urinals, plumbing fixtures, mirrors, dispensers, handles, ventilation grates and associated hardware.
- After cleaning it shall be free from streaks, stains, scale, urine scum, urine and mineral deposits, mold, mildew and rust stains. Area should have a fresh clean smell.
- Floors should be swept and mopped. Floor shall present a clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water
- Replace paper towels, toilet paper, soap and bags for feminine hygiene receptacles

**Shampoo Carpets:**

- Perform twice yearly for entire carpeting in front and back areas
- All carpeted floor areas shall be shampooed with manufacturer's recommended product. Furniture will be moved from the areas to be cleaned. The surface shall have a clean appearance; free of carpet pilings, stains, streaks, spots and other evidence of soil. All tears, burns, and raveling shall be brought to the attention of the facilities manager.
- Spot cleaning of carpets should be completed weekly and as needed.

**Exterior Window Cleaning:**

- Clean all exterior buildings twice yearly.
- Clean all exterior windows, including exterior frames, casings, and sills. After cleaning, glass and frames shall be free of film, dirt smudges, water and other foreign matter. Where window screens are present they shall be removed before cleaning commences and replaced when cleaning is concluded.

**Interior Window Cleaning:**

- Clean all interior building windows three times a year (January April, and August)
- Clean all interior windows including frames, casing and sills. After cleaning, glass and frames should be free of film, dirt, smudges, water and other foreign matter.

**Clean Interior and Exterior Lights:**

- Perform twice yearly all ceiling and wall mounted, interior and exterior of lighting fixtures, vents and coverings must be clean, dry, and free from dust, debris, grease, smears, and cobwebs.

**SPECIAL AND PERIODIC CLEANING:**

- For all Periodic Services the contractor shall submit a monthly list of all periodic cleaning schedule services to designated city representative. The contractor shall submit any changes to the annual schedule at least 30 days prior to the date of performance.

**EMERGENCY CLEANING SERVICES:**

- Upon notification, the contractor shall perform emergency cleaning required in the building in area covered under this contract.



- |   |  |
|---|--|
| <b>CONTINGENCY/SPECIAL EVENTS CLEANING:</b> |  |
|---|--|

- EXCEPTIONS AND/OR ADDITIONS TO SPECIFICATIONS:**

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



### III.9 Specifications – Germantown Fire Department Training Facility

**Description:** The Germantown Fire Department Training Facility serves as venue for many types of training sessions, meetings, etc. The training area is in the rear of the Fire Station. The large classroom can be converted into (2) two smaller classrooms with a seating capacity of 24 in each classroom for room total of 48. The Classroom is use for training of fire fighters as well as for many other groups. The classroom is also designed to be used as an emergency operations center in the event of a large emergency or disaster, which could result in the room being used heavily 24 hours per day. The building also has a satellite office for the Police Department in the front area. **This is a LEED's Certified Building**

**Location Address:** 3031 Forest Hill-Irene Germantown, TN 38139

**Contact Person:** Training Officer, Byron Smith – 901.751.7640 (O) or 901.409.9786 (C)

**Hours of operation:** Hours of operation vary depending on the scheduled activity.  
Monday through Friday, 8:00 a.m. to 5:00 p.m.  
(Recruit Firefighter Training Class: Tuesday/Thursdays 6:00 p.m. -10:00 p.m. and Saturdays 8:00 a.m. to 5:00 p.m.)  
Fire Station area of building is occupied 24 hours per day.

#### **SPECIAL REQUIREMENTS**

##### 1. Coordination of Activities & rentals

The training is generally scheduled weeks ahead of time, although changes and special circumstances may occur. Staff should be able to provide a set time for weekly cleaning and request any additional times as needed for special circumstances well ahead of time (at least a week), except for an emergency situation, such as extended Emergency Operations Center activation.

##### 2. Method of Communication

Training Officer Byron Smith will be the designated City staff point of contact for Fire Training and can notify them of any need to change schedule, etc. Assistant Chief Jeff Beaman will be the backup point of contact.

##### 3. Performance Issues

City would want the Contractor to take the necessary actions to correct non-performance by the next cleaning cycle unless it was something that needed to be immediately corrected. In this instance, the City would expect the Contractor would return within 24 hours to correct.

##### 4. Inspection/evaluation procedures

The designated City staff person will also be responsible for assuring that the cleaning is done properly and within schedule.

5. Securing Facility:

The Training Officer will provide access to the building. City Fire Staff will program the locks to allow them access during after-hours. The Fire Station crew can also provide access to the area if needed during after hours. City Fire Staff does not wish to provide a key to the facility for access at this time as it would provide access to other areas.

6. Holidays

This location would not need cleaning on holidays unless there was a special reason, which would be addressed on a case by case basis with the contractor.

7. Inclement weather policy

City Fire staff continue operations during inclement weather. In the event that weather prohibited the Contractor from cleaning, the City would expect the Contractor to work out a means to make up this cleaning unless agreed otherwise. In the event of an emergency, the City may need to work out arrangements to provide the cleaning as the facility may be in use for emergencies.

8. Expectations or Standards

The areas to be cleaned include the Fire Training Classroom(s) [this includes both rooms that are divided by a temporary wall at times], the hallway outside the classrooms, the kitchenette area in the hallway outside the classrooms, and 2 bathrooms that are also on the hallway outside the classrooms. The cleaning should be thorough, including deep cleaning of the bathrooms, table tops, and interiors of refrigerator, coffee maker, popcorn maker, and dishwasher. Floors of the classrooms to be vacuumed and concrete/tile floors are to be swept and mopped. Carpet and chairs to be steam cleaned at least twice per year. Paper towels, toilet paper, soap, etc. also to be refilled weekly. (See No.9)

9. LEED's Certified Building

Environmentally certified cleaning procedures and green seal products are required in this facility to maintain the LEED's Certification

**GENERAL FACILITY:**

- Weekly cleaning schedule for the common area of the training facility will be determined by Contractor and the Germantown Fire Department Training Officer. All cleaning tasks should be done before and/or after activities.
- Weekly cleaning schedule for the common area of the training facility will be determined by Contractor and the Germantown Fire Department Training Officer. All cleaning tasks should be done before and/or after activities
- Cleaning on Wednesday afternoons between 6 p.m. and 8 p.m. In the event that the room is scheduled at that time, we will notify the contract ahead of time to see if another time is workable. We will contact the contractor to request any additional cleaning services, such as for emergencies or special events

- General facility areas include:
  - ❖ Training classroom(s)
  - ❖ Training Officer's Office
  - ❖ Bathrooms
  - ❖ Kitchenette
  - ❖ Hallway
  - ❖ Police Department Satellite Office

**All tasks are considered weekly unless otherwise specified:**

**Maintain Floors:**

- Sweep, mop and disinfect hard floors. Floors shall be cleaned in an appropriate manner to maintain a clean appearance after cleaning. All dirt, debris, dust, scuffmarks, heel marks, stains, discoloration and foreign matter shall be removed. Baseboards, corners, and wall/floor edges shall also be cleaned. Weekly cleaning of hard floors shall include damp mop used on concrete floors. Water and neutral ph (i.e. Twister) cleaner may be used.
- For heavily soiled concrete floors, scrub floors with a neutral cleaner and rotary buffing machine. Once dry, dry buff or burnish floor with buffing machine. Additional information is available regarding cleaning of the hard floors.
- Vacuum carpeted floors. Use carpet spot cleaner when needed.

**Empty Trash Cans:**

- All trash containers and waste receptacles inside of the building shall be emptied into the nearest outside appropriate trash collection container. Trash receptacles shall be left clean, free of foreign matter and lined. After disinfecting, the containers shall be free of odor and present a clean, fresh smell. Liners will be the appropriate size and type for the receptacle and be changed as required.
- Recyclable Materials (if applicable): Items stored near trash receptacles, which are not marked "Trash" are associated with the recycling program and shall not be removed as trash.

**Interior Window Cleaning:**

- Clean all interior windows including frames, casing and sills. After cleaning, glass and frames should be free of film, dirt, smudges, water and other foreign matter.

**Clean Exterior glass:**

- Clean exterior glass around the building. After cleaning, glass shall be free of film, dirt, smudges, water and other foreign matter. All door metal fixtures should present a clean and shiny appearance.

**Clean/Disinfect Tables/Chairs:**

- All tables and chairs shall be cleaned and disinfected. After cleaning/disinfecting the furniture will be free of dust, dirt, debris, bodily fluids and have a clean, fresh smell.

**Kitchenette:**

- Kitchen sink, counter tops, cabinets, and appliances shall be cleaned and disinfected. Microwave, refrigerator, and coffeemaker to also be cleaned on inside, as needed. After

cleaning/disinfecting, the surface will be free of dust, dirt, debris, bodily fluids and have a clean, fresh smell.

**Restrooms:**

- Toilets, sinks, and shower shall be cleaned and disinfected. After cleaning/disinfecting, the surface will be free of dust, dirt, debris, bodily fluids and have a clean, fresh smell.
- Clean mirrors.
- Replenish toilet paper and paper towels for hand drying.
- Refill soap dispensers as needed.

**Low Dusting:**

- All surfaces lower than 1.5 meters in height to include common areas i.e., baseboards, doorframes, and windowsills (but not private office furniture such as desk) must be free of all dirt, dust, lint, cobwebs or other foreign debris and present a clean appearance.

**High Dusting:**

- High dusting shall be performed for all surfaces/items greater than 1.5 meters in height. This includes windows, doors, display shelves, vending machine, equipment and fixtures, ceiling vents, ventilators, and area surrounding air ducts and ceiling beams. Where light panels are present they should be cleaned to eliminate dust and debris (both inside and out).

**High Dusting Equipment:**

- Contractor will provide safe equipment to reach areas that are above 1.5 meters in height. (e.g. ladders, man-lifts, etc.)

**General Spot Cleaning:**

- Perform spot cleaning on a continual basis, Spot cleaning includes removing or cleaning smudges, fingerprints, marks, streaks, spills, etc. from carpets and washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, baseboards, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of soil.

**Clean Interior Lights:**

- All interior ceiling, wall mounted lighting fixtures, vents, and coverings must be clean, dry, and free from dust, debris, grease, smears and cobwebs. The exterior lighting fixtures at the front entrance shall be included.

**Clean Entrances and Outdoor Porches:**

- Shake out and clean rugs at entrance point in the building.
- Sweep the outside entrance areas at least 20ft. from the door and pick up any trash or debris. Appearance should be clean and inviting.

<b>SPECIAL AND PERIODIC CLEANING:</b>
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**Periodic and Special Cleaning Services:**

- For all Periodic Services the contractor shall submit a monthly list of all periodic cleaning schedule services for each of the following 12 month periods to the designated city

representative. The contractor shall submit any changes to the annual schedule at least 30 days prior to the date of performance to the designated city representative.

**Exterior Window Cleaning:**

- Perform weekly
- Clean all exterior windows, including exterior frames, casings, and sills. After cleaning, glass and frames shall be free of film, dirt, smudges, water and other foreign matter. Where window screens are present they shall be removed before cleaning commences and replaced when cleaning is concluded.

**Maintain Floors:**

- Perform twice a year
- Hard floors shall be buffed to maintain integrity of specific flooring. Hard floors shall be cleaned as necessary to maintain surface integrity. Bleach, solvents or soaps shall not be used on hard floors. After maintenance, flooring shall present a uniform appearance free from scuff marks, stains, discoloration, mop strokes; baseboards, corners, and wall/floor edges shall also be clean.
- Carpet floors to be steam cleaned.

**EMERGENCY CLEANING SERVICES:**

- Upon notification, the contractor shall perform emergency cleaning required in any building, area, or room covered under this contract. The designated City representative will notify the contractor as soon as an emergency cleaning requirement is known. Contractor shall begin emergency work, as determined by the City, within one hour of notification, which may be verbal. This service could include spills, vomit and other bodily fluids; trash overflows and possible kitchen food prep messes. Performance of this work shall in no way relieve the contractor of performing normal custodial work required under this contract. The contractor shall be allowed a reasonable amount of time to complete all interrupted service.
- Due to the possible emergency use of this area, emergency cleaning services may be needed during an emergency situation. In such a case, arrangements will be made with contractor.

**EXCEPTIONS AND/OR ADDITIONS TO SPECIFICATIONS:**

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## **SECTION IV**

### **CONTRACT REQUIREMENTS**

#### **IV.1 CONTRACT CONTENTS**

The selected Contractor will be required to enter into the City's standard "Contract for Services and/or Products" and will include the following information or representations:

1. The fee that the City will pay to the Contractor for the services provided.
2. A detailed scope of services as specified by RFP and Contract
3. Certificate of Insurance according to the City's requirements.
4. Payment and Performance Bonds in an acceptable form.

#### **IV.2 TERMINATION**

The City will reserve the right to terminate the contract, with or without cause, upon **thirty (30) days** written notice. Following such notice of termination, the City and the Contractor will agree on the amount of payment for all contract items properly performed or furnished prior to the effective date of termination.

#### **IV.3 CONTRACTOR'S COOPERATION**

Employees or sub-Contractors of the Contractor shall comply with the City of Germantown Code of Ethical Conduct for City Employees during those times when they are on-site at a City location and performing services with respect to this Contract. In addition, the Contractor shall comply with any laws or regulations regarding or affecting the execution of this Contract. Please refer to the City's Website for the Ethical Conduct for City Employee Standards: <http://www.germantowntn.gov>

#### **IV.4 HOLD HARMLESS**

The selected Contractor agrees that it will indemnify and hold the City and its employees harmless from all claims of any type and for any expenses and costs, including attorney's fees and court costs which may be incurred by the City, arising from the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants and /or employees in the performance of the Contract, and the selected Contractor will carry sufficient general liability insurance to provide the above indemnification. Neither acceptance of the completed work or services nor payment therefore shall release the Contractor of its obligation under this paragraph.

## APPENDIX A

### CONTRACTOR COMPLIANCE QUESTIONNAIRE

These items are mandatory when submitting a proposal for this project. Those contractors who cannot meet this requirement will not be considered. This form is to be submitted with your proposal.

	Compliant		
<b>PROPOSAL BOND</b>	Yes	No	Comments
<p>All Contractors will be required to submit a Proposal bond with their Proposal in the amount of five percent (5%) of the total Proposal price or a Certified or Cashier's Check in the amount of five percent (5%) of the total Proposal price made payable to the City of Germantown.</p> <p><i>Can your firm comply with this requirement?</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>Has your firm provided a Proposal Bond for other jobs in the last 12 months?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>DRUG &amp; ALCOHOL TESTING POLICY</b>	Yes	No	Comments
<p>All Contractors are required to submit an affidavit in Appendix F that attests that such Contractor operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Germantown.</p> <p><i>Can your firm comply with this requirement?</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>CONTRACTOR CERTIFICATION</b>	Yes	No	Comments
<p>The Contractor certifies that they have not paid nor agreed to pay any person, other than bona fide employees of the Contractor, a fee or brokerage resulting from the award of the contract.</p> <p>The City may, by written notice to the Contractor, disqualify a particular Contractor from consideration or cancel any award under this Request if it is found by the City that gratuities, in the form of entertainment, gifts or other valuable considerations, were offered or given to any representative of the City with an intent to secure favorable treatment in the selection process</p> <p><i>Can your firm comply with this requirement?</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	

SUBCONTRACTORS	Yes	No	
<p>It is the intent of the City to contract directly with a Contractor for all the services and/or products. If the Contractor will be relying upon the services and assistance of any third party for any services and/or products to be provided to the City pursuant to this Proposal, such relationships must be disclosed to the City. The Contractor should describe the nature of such relationships, including a description of all relevant agreements between the two parties</p> <p><b>Can your firm comply with this requirement?</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	
CONTRACTOR'S COOPERATION	Yes	No	Comments
<p>Employees or sub-Contractors of the Contractor shall comply with the City of Germantown Code of Ethical Conduct for City Employees during those times when they are on-site at a City location and performing services with respect to this Contract. In addition, the Contractor shall comply with any laws or regulations regarding or affecting the execution of this Contract. Please refer to the City's Website for the Ethical Conduct for City Employee Standards: <a href="http://www.germantowntn.gov">http://www.germantowntn.gov</a></p> <p><b>Can your firm comply with this requirement?</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	
CONTRACT	Yes	No	Comments
<p>The selected Contractor will be required to enter into the City's standard "Contract for Services and/or Products" Furthermore, the Contractor agrees that it has read and is familiar with all the terms and conditions of the documents making up the Contract documents and will abide by the terms and conditions thereof.</p> <p><b>Can your firm comply with this requirement?</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>Will your firm sign the Contract Acknowledgement Form in Appendix H?</p>	<input type="checkbox"/>	<input type="checkbox"/>	

INSURANCE	Yes	No	Comments
<p>The <u>selected</u> Contractor will be required to maintain the insurance requirements as specified in <b>Appendix I</b> and to submit a certificate of insurance and additional certifications as a part of this contract.</p> <p><b>Can your firm comply with this requirement?</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>Has your firm provided similar insurance for other jobs in the last 12 months?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
PAYMENT & PERFORMANCE BOND	Yes	No	Comments
<p><i>The <u>selected</u> Contractor will be required to obtain Payment and Performance Bond as specified in <b>Appendix J</b>. Selected Contractor is required to have an insurance company authorized to do business in the State of Tennessee sign the bond and attach his/her Power of Attorney.</i></p> <p><b>Can your firm comply with this requirement?</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>Has your firm provided a Payment &amp; Performance Bond for other jobs in the last 12 months?</p>	<input type="checkbox"/>	<input type="checkbox"/>	

Contractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX B FINANCIAL PROPOSAL

The Financial proposal submitted herein is intended to be an all-inclusive fee for the complete operations and services of the **Janitorial Cleaning Services** provided by the Contractor. As part of this turnkey pricing for the complete program and the related system services, the Contractor must include the following in the PROPOSAL:

		Year 1		Year 2	
		<u>Per Sq. Ft</u>	<u>Monthly</u>	<u>Per Sq. Ft</u>	<u>Monthly</u>
<b>1 Germantown Athletic Club</b>					
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$ _____	\$ _____	\$ _____	\$ _____
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$ _____	\$ _____	\$ _____	\$ _____
<b>2 The Great Hall &amp; Conference Center</b>					
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$ _____	\$ _____	\$ _____	\$ _____
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$ _____	\$ _____	\$ _____	\$ _____
<b>3 Pickering Center</b>					
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$ _____	\$ _____	\$ _____	\$ _____
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$ _____	\$ _____	\$ _____	\$ _____
<b>4 Park Restrooms, Concession Stands &amp; Pavilions</b>					
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$ _____	\$ _____	\$ _____	\$ _____
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$ _____	\$ _____	\$ _____	\$ _____

		Year 1		Year 2	
		<u>Per</u> <u>Sq. Ft</u>	<u>Monthly</u>	<u>Per Sq.</u> <u>Ft</u>	<u>Monthly</u>
<b>5 Tennis Pro Shop</b>					
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$	\$	\$	\$
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$	\$	\$	\$
<b>6 Germantown Community Library</b>					
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$	\$	\$	\$
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$	\$	\$	\$
<b>7 Germantown Regional History &amp; Genealogy Center</b>					
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$	\$	\$	\$
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$	\$	\$	\$
<b>8 Germantown Fire Department Training Facility</b>					
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies <b>REQUIRED</b>		\$	\$	\$	\$

**Contract Term:**

The period of this Contract shall be for Twenty (24) months. This Contract may be extended by the CITY for three (3) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of Sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

**If Contracts are extended, please provide annual pricing for the following:**

		<b>Extension Year 1</b>		<b>Extension Year 2</b>		<b>Extension Year 3</b>	
		<b><u>Per Sq.</u></b>		<b><u>Per Sq.</u></b>		<b><u>Per Sq.</u></b>	
		<b><u>Ft</u></b>	<b><u>Monthly</u></b>	<b><u>Ft</u></b>	<b><u>Monthly</u></b>	<b><u>Ft</u></b>	<b><u>Monthly</u></b>
<b>1</b>	<b>Germantown Athletic Club</b>						
	A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies	\$	\$	\$	\$	\$	\$
	B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies	\$	\$	\$	\$	\$	\$
<b>2</b>	<b>The Great Hall &amp; Conference Center</b>						
	A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies	\$	\$	\$	\$	\$	\$
	B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies	\$	\$	\$	\$	\$	\$
<b>3</b>	<b>Pickering Center</b>						
	A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies	\$	\$	\$	\$	\$	\$
	B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies	\$	\$	\$	\$	\$	\$
<b>4</b>	<b>Park Restrooms, Concession Stands &amp; Pavilions</b>						
	A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies	\$	\$	\$	\$	\$	\$
	B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies	\$	\$	\$	\$	\$	\$

		Extension Year 1		Extension Year 2		Extension Year 3	
		<u>Per</u> <u>Sq. Ft</u>	<u>Monthly</u>	<u>Per</u> <u>Sq. Ft</u>	<u>Monthly</u>	<u>Per</u> <u>Sq. Ft</u>	<u>Monthly</u>
<b>5 Tennis Pro Shop</b>							
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$	\$	\$	\$	\$	\$
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$	\$	\$	\$	\$	\$
<b>6 Germantown Community Library</b>							
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$	\$	\$	\$	\$	\$
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$	\$	\$	\$	\$	\$
<b>Germantown Regional History &amp; Genealogy</b>							
<b>7 Center</b>							
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable supplies		\$	\$	\$	\$	\$	\$
B. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies		\$	\$	\$	\$	\$	\$
<b>8 Germantown Fire Department Training Facility</b>							
A. Price to provide cleaning services Per specifications with Contractor's providing Expendable Recyclable Green Seal Products & Supplies							
<b>REQUIRED</b>		\$	\$	\$	\$	\$	\$



Additional Unit Prices for the following:		<u>GAC</u>	<u>GHCC</u>	<u>Pickering Center</u>	<u>Park Rest Rooms, Concession Stands &amp; Pavilions</u>	<u>Tennis Pro Shop</u>	<u>GCL</u>	<u>GRHGC</u>	<u>Fire Station No.4 Training Facility</u>
1	Carpet Cleaning Per square foot	_____	_____	_____	_____	_____	_____	_____	_____
2	Interior Window Cleaning per facility	_____	_____	_____	_____	_____	_____	_____	_____
3	Exterior Windows per facility	_____	_____	_____	_____	_____	_____	_____	_____
4	Special Events Cleaning for all facilities except the GHCC per sq. ft.	_____	_____	_____	_____	_____	_____	_____	_____
5	Contingency/ Emergency Cleaning for all facilities areas except the GHCC per sq.ft	_____	_____	_____	_____	_____	_____	_____	_____
6	Per hour price for additional labor on a non-emergency basis.	_____	_____	_____	_____	_____	_____	_____	_____
7	Per hour price for additional labor on an emergency basis.	_____	_____	_____	_____	_____	_____	_____	_____

**By signing this proposal form, Contractor hereby proposes to furnish all necessary labor, materials, equipment, services, and other necessary supplies in accordance with the terms and conditions of the specifications and CONTRACT DOCUMENTS**

Submitted By:

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type of Corporation: \_\_\_\_\_

(corporation, partnership, an individual, a limited liability company or otherwise)

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## **APPENDIX C**

### **CONTRACTOR FACILITY BUSINESS/WORK PLANS**

In order to effectively select a qualified Contractor who can meet the requirements of the RFP, the City must evaluate the proposed facility business and work plans to be used by the Contractor in the performance of the requested services. Please complete information as described below and attach the plans to this section.

- A. Contractor shall describe the entire work plan and the way your company would deploy it.
- B. Contractor shall explain each detail of the work plan so that the City can consider whether the selected Contractor has sufficient equipment, Personnel and resources available to perform the proposed work within the specified time. The plans should include at a minimum, but is not limited to the following:

1. Organizational Structure of Company
2. Employee (Staffing)
  - a. Dedicated Account Managers
  - b. Number of Supervisors
  - c. Number of full-time
  - d. Number of part-time staff
  - e. Number of hours to be used to clean each facility
  - f. Wages to be paid to janitorial staff
3. Work Operations
  - a. Work Schedules
  - b. Manpower Schedules
  - c. Weekly Schedules
  - d. Standard Work Procedures
  - e. Green Cleaning Practices
  - f. Training Programs
4. Equipment
  - a. Types of Equipment
5. Materials
  - a. Cleaning Products
  - b. Green Seal Cleaning Products
6. Quality Control
  - a. Incident Investigation
  - b. Safety Program
7. Communications
  - a. Methods
  - b. Equipment and/or Products Used

8. Reports

9. Financial

- a. Software used
- b. Accounting
- c. Invoicing

10. Technology and/or Software Programs

- a. Work Order System
- b. Employee Scheduling
- c. Payroll
- d. Incident Reporting
- e. Other

## APPENDIX D

### CONTRACTOR'S INFORMATION & REFERENCES

All Contractors for these services must have adequate industry and professional qualifications to furnish and install the fully operational Janitorial Cleaning Services according to the RFP. The City will confirm the below qualifications and references prior to awarding the Contract.

1. Contractors must be in the regular business of janitorial and cleaning for **at least five (5) continuous years**.
2. Supervisory personnel must have reasonable training and/or experience with the necessary equipment and materials.
3. Contractors must show evidence that they possess adequate equipment, materials, skills and resources to perform at a high level of cleaning.

Legal Name of Company: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

Type of Entity (corp., LLC): \_\_\_\_\_ State Est.: \_\_\_\_\_

Main Telephone No.: \_\_\_\_\_ Main Facsimile No.: \_\_\_\_\_

Number of continuous years in the janitorial business: \_\_\_\_\_

Number of Employees: Full-Time: \_\_\_\_\_ Seasonal/Part-time: \_\_\_\_\_

Number of clients in 2010-2011: \_\_\_\_\_

Largest contract operated/maintained by Contractor's in 2010:

- Name of Customer \_\_\_\_\_

Name of the manager or supervisor planned for this project (including qualifications, experience and technical skills):

\_\_\_\_\_

\_\_\_\_\_

**References** for **three** municipal governments (similar to the Proposal), fully installed and operational in the last **24 months**:

**1. Company Name:** \_\_\_\_\_

Date of Service: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**2. Company Name:** \_\_\_\_\_

Date of Service: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**3. Company Name:** \_\_\_\_\_

Date of Service: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**Note: This Qualifications & References sheet must be returned with the Proposal.**

**APPENDIX E**  
**PROPOSAL BOND**

## PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ (CONTRACTOR) and \_\_\_\_\_ (SURETY) are held and firmly bound unto the City of Germantown, Tennessee in the penal sum of five percent (5%) of the total amount of the PROPOSAL, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The conditions of the above obligation are such that whereas CONTRACTOR'S has submitted to the CITY OF GERMANTOWN a certain PROPOSAL, attached hereto and hereby made a part hereof, to execute and enter into a certain CONTRACT AND AGREEMENT (C&A) for **Janitorial Cleaning Services** (PROJECT) in compliance with the CONTRACT DOCUMENTS.

NOW, THEREFORE,

- (a) If the PROPOSAL shall be rejected, or
- (b) If the PROPOSAL is accepted and the CONTRACTOR enters into a C & A for said project with the CITY OF GERMANTOWN within fifteen (15) days after receipt of the NOTICE OF AWARD accompanied by the C & A and all required attachments, then, this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal sum of this obligation as herein stated but the liability of the CONTRACTOR is not so limited.

The SURETY, for value received, hereby stipulates and agrees that the obligation of said SURETY on this, its PROPOSAL BOND, shall in no way be impaired or released by any extension of the time within which the CITY OF GERMANTOWN may accept such PROPOSAL and the SURETY does hereby waive notice of any such extension.

WITNESS THE DUE EXECUTION HEREOF, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

NAME OF CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

Signature of CONTRACTOR or Authorized Officer

Title: \_\_\_\_\_

NAME OF SURETY

\_\_\_\_\_

BY: \_\_\_\_\_

Authorized Representative  
(Attach Power of Attorney)



## **APPENDIX F**

### **DRUG AND ALCOHOL TESTING POLICY**

All City of Germantown employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. All CONTRACTORS are required to submit an affidavit, in the form attached hereto, that attests that such Contractor operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Germantown. CONTRACTORS are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful CONTRACTOR and the City of Germantown enter into the Contract & Agreement to file suit in the Shelby County Chancery Court to contest the Contract & Agreement issued to the successful CONTRACTOR on the grounds that it violates said Public Chapter due to the fact that the successful CONTRACTOR did not comply with said Public Chapter. Employers that do not contest the Contract & Agreement within said seven (7) calendar days by filing suit in Shelby County Chancery Court shall waive their rights to challenge the Contract & Agreement for violation of the provisions of Public Chapter 693.

## **DRUG AND ALCOHOL ABUSE**

### **GENERAL POLICY**

This is to establish the City's policy regarding drug and alcohol use and the unlawful possession of controlled substances on City of Germantown premises. The City of Germantown Medical Benefits Program provides clinical treatment for employees and dependents who are experiencing the following disorders or conditions: Mental and Nervous Disorders Treatment, Alcohol and Drug Dependency. The City also provides an Employee Assistance Program.

### **SCOPE**

All employees of the City of Germantown.

### **PROVISIONS**

- A. City employees shall not take or be under the influence of any alcohol or illegal drugs while on duty. Employees may not be under the influence of legally prescribed or over-the-counter medications while on duty if such medications would impair their ability to safely and effectively perform their job.
- B. City employees are prohibited from the use, possession, manufacture, distribution and sale of drugs at any time, or of alcohol while on duty or while in or on City property or in City vehicles.
- C. All property belonging to the City is subject to inspection at any time without notice. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.
- D. City employees who have reason to believe another employee is illegally using drugs or narcotics, shall report the facts and circumstances immediately to the supervisor.
- E. All City employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. Testing procedures and other rules relating to drug and alcohol abuse are described in the City Drug and Alcohol Testing Policy or the respective department drug and alcohol policies.
- F. Failure to comply with the intent or provisions of this policy or the applicable drug and alcohol testing policy may be used as grounds for disciplinary action, up to and including termination. (See Policy on Disciplinary Action.)

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND  
AFFIDAVIT**

Comes \_\_\_\_\_, for and on behalf of

*(Printed name of Principal Officer of Company)*

\_\_\_\_\_, (the "Company") and makes oath that: (i) the Company has received a copy of the relevant portions of the City of Germantown Drug and Alcohol Testing Policy; (ii) the Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Germantown; and (iii) the Company has in effect a drug and alcohol testing policy at least as stringent as that of the City of Germantown.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**APPENDIX G**  
**TITLE VI & TITLE IX INFORMATION**

**TITLE VI INFORMATION**

1. The City of Germantown agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.
2. The Contractor is requested, but is not obligated, to include the attached disclosure sheet, Voluntary Title VI and Title IX Form, with the Contractor's sealed Proposal.

**VOLUNTARY TITLE VI AND TITLE IX FORM**

Attach form to sealed Proposal

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

\_\_\_\_\_Male          \_\_\_\_\_Female

2. Number of Contractor's Employees Who Are:

\_\_\_\_\_Caucasian          \_\_\_\_\_African-American

\_\_\_\_\_Other (please specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**  
**CONTRACT ACKNOWLEDGEMENT FORM**

**Said** \_\_\_\_\_ (*Contractor name*) agrees to execute the Contract in the form as set forth as **Appendix K** in the Proposal (herein the “Contract”) and agrees to all of the terms and Contract documents in the Proposal.

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be submitted with this Proposal.**

## **APPENDIX I**

### **INSURANCE REQUIREMENTS & CERTIFICATIONS**

The CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the CONTRACTOR'S performance of the work and the CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by the CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
4. Claims for damages which may be insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
7. Claims by third parties for bodily injury and property damage arising or resulting from the CONTRACTOR's failure to comply with any obligation undertaken by him pursuant to the Contract Documents.

The automobile general liability insurance required by this Contract shall include the specific coverage's and be written for not less than \$500,000 bodily injury and \$100,000 property damage.

The comprehensive general liability insurance required by this Contract shall include the specific coverage's and shall be written for not less than \$1 million combined per occurrence limit or \$3 million aggregate limit with the entire aggregate limits dedicated to this particular job.

The CONTRACTOR shall have and maintain during the life of the Contract for Services and/or Products such Property Insurance upon his entire work at the site to the full insurable value thereof. This insurance shall protect the City of Germantown, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for the physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

All such insurance shall be set out on the Certificate of Insurance (form included for both occurrence and aggregate policy) executed by an insurance company or insurance companies authorized to do business in the State of Tennessee. The Certificate of Insurance shall contain the following provision:

“Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage – the issuing insurance company will mail 30 days prior written notice to: **The City of Germantown, Risk Management Department, P.O. Box 38809 Germantown, TN 38138-0809**, by registered mail, return receipt request.”

All such insurance shall remain in effect until final acceptance and at all times thereafter when the CONTRACTOR may be correcting, removing or replacing defective work in accordance with the Contract and Agreement.

The comprehensive general liability insurance required by this section will include contractual liability insurance applicable to the CONTRACTOR’S obligations under the Contract for Services and/or Products.



CERTIFICATE OF INSURANCE						
PRODUCER Agency Address City State Zip			DATE 8/30/2004			
			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Insured Address City State Zip			COMPANIES AFFORDING COVERAGE			
			COMPANY LETTER A Company			
			COMPANY LETTER B			
			COMPANY LETTER C			
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY PERIOD	LIMITS	
A	<b>GENERAL LIABILITY</b>					
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Policy #	Date Date	GENERAL AGGREGATE	\$ 1,000,000
		CLAIMS MADE			PRODUCTS/COMPLETED OPER. AGGR.	\$ 1,000,000
		PERSONAL INJURY LIABILITY			PERSONAL & ADVERTISING INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES	\$ 50,000
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5,000
					PER OCCURRENCE	
A	<b>AUTOMOBILE LIABILITY</b>		Policy #	Date Date	TORT	
	<input checked="" type="checkbox"/>	OWNED AUTOS			COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/>	HIRED AUTOS				
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				
		PHYSICAL DAMAGE				
A	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>		Policy #	Date Date	WC STATUTORY LIMITS	
					EL-EACH ACCIDENT	\$ 100,000
					EL-DISEASE-POLICY LIMIT	\$ 500,000
					EL-DISEASE EACH EMPLOYEE	\$ 100,000
A	<b>Umbrella</b>		Policy #	Date Date	LIABILITY LIMIT EACH OCCURRENCE	\$ 2,000,000
					LIABILITY AGGREGATE LIMIT	\$ 2,000,000
					REATTAINED LIMIT	\$ 10,000
		SPECIAL EARTHQUAKE FLOOD				
A	<b>BUILDERS RISK</b>				LIMIT PER LOCATION	
		PER PROJECT				
OTHER						
LOCATION OF PREMISES/DESCRIPTION OF PROPERTY/DESCRIPTION OF OPERATIONS/DESCRIPTION OF VEHICLES/SPECIAL ITEMS City of Germantown Named as Additional Insured per Endorsement 2010 (11/85)						
CERTIFICATE HOLDER				CANCELLATION		
City of Germantown C/O Risk Manager 1930 Germantown Road S Germantown, Tn. 38138				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,		
				AUTHORIZED REPRESENTATIVE		
				Producer		

**CITY OF GERMANTOWN**  
**Certificate of Insurance Attachment**

Named Insured: \_\_\_\_\_

Project: Janitorial Cleaning Services

This is to certify that insurance policies listed on the attached certificate of insurance contain the following:

1. General Liability Insurance Includes:
  - Premises/Operations
  - Products/Completed Operations
  - Broad Form Property Damage
  - Blanket Contractual Coverage
  - X (Explosion), C (Collapse) and U (Underground) Coverage
  - Independent Contractors
2. The City of Germantown is named as an Additional Insured on the General Liability, using a CG 2010 (11/85) endorsement, for the referenced project and the City of Germantown is named additional insured on the Business Auto Coverage.
3. Insured agrees to “Waive its Right of Subrogation” against the City of Germantown relative to Workers Compensation, General Liability, and Auto.
4. Cancellation Clause is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage – the issuing insurance company will mail 30 days prior written notice to: **The City of Germantown, Risk Management Department, P.O. Box 38809 Germantown, TN 38138-0809**, by registered mail, return receipt request.

Agency or Company: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Signature)

Date Issued: \_\_\_\_\_

**APPENDIX J**  
**PAYMENT & PERFORMANCE BONDS**

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor) a

\_\_\_\_\_  
(State of formation of CONTRACTOR)

\_\_\_\_\_  
(Corporation, Partnership, Limited Liability

Company, Individual or Joint Venture—indicate which), hereinafter called CONTRACTOR,

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the City of Germantown, Tennessee,

1930 South Germantown Road, Germantown, Tennessee, hereinafter called OWNER, in the

penal sum of

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum

well and truly to be made, we bind ourselves, and our successors, and assigns, jointly and

severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a certain Contract and Agreement (“Contract”) with the OWNER which is made a part hereof by reference for:

Janitorial Cleaning Services

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons, firms, and SUBCONTRACTORS furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any extension or modification thereof, including all amounts for materials, lubricants, oil, gasoline, parts and repairs on machinery, equipment, and tools consumed or used in connection with such work, and all insurance premiums on said work, and for all labor performed in such work, whether by SUBCONTRACTORS or otherwise, then this obligation shall be void; otherwise, same is to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, alteration, or addition to the terms of the Contract, to the work to be performed thereunder or to the SPECIFICATIONS accompanying the same shall in any way release its obligation under this BOND. Said SURETY hereby waives notice of any such change, extension of time, modification, alteration, or addition to the terms of the work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim is entitled to be satisfied by the CONTRACTOR and its SURETY.

PROVIDED, FURTHER, that the CONTRACTOR and SURETY agree that any claim under this BOND may only be litigated in a court of competent jurisdiction in Shelby County, Tennessee.

IN WITNESS WHEREOF, this instrument is duly executed, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(*CONTRACTOR*)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(*SURETY*)

By: \_\_\_\_\_

(*Attorney-in-Fact*)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_*(Name of Contractor)*

\_\_\_\_\_*(Address of Contractor)* a

\_\_\_\_\_*(State of formation of CONTRACTOR)*

\_\_\_\_\_*(Corporation, Partnership, Limited Liability*

*Company, Individual or Joint Venture—indicate which)*, hereinafter called CONTRACTOR,

and \_\_\_\_\_*(Name of Surety)*

\_\_\_\_\_*(Address of Surety)*

hereinafter called SURETY, are held and firmly bound unto

the City of Germantown, Tennessee, 1930 South Germantown Road, Germantown, Tennessee,

hereinafter called OWNER, in the penal sum  
of \_\_\_\_\_Dollars

(\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, and our successors, and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the CONTRACTOR  
has entered into a certain Contract and Agreement (“Contract”) with the OWNER, which is  
made a part hereof by reference, for:

Janitorial Cleaning Services

\_\_\_\_\_  
\_\_\_\_\_,

and if the CONTRACTOR shall satisfy all claims and demands incurred under such Contract,

and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise, same is to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby, stipulates and agrees that no change, extension of time, modification, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way release its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, modification, alteration, or addition to the terms of the Contract, to the work, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied and which is entitled to be satisfied by the CONTRACTOR and SURETY.

PROVIDED, FURTHER, that the CONTRACTOR and SURETY agree that any claim under this BOND may only be litigated in a court of competent jurisdiction in Shelby County, Tennessee.



IN WITNESS WHEREOF, this instrument is duly executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(*CONTRACTOR*)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(*SURETY*)

By: \_\_\_\_\_

(*Attorney-in-Fact*)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX K  
CONTRACT FORM**

## CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the CITY OF GERMANTOWN, TENNESSEE, a Tennessee municipal corporation, (herein the “**CITY**”) and \_\_\_\_\_ [insert name of **CONTRACTOR**], a \_\_\_\_\_ [State where **CONTRACTOR** established, but only if an entity, not applicable to sole proprietorships] \_\_\_\_\_ [type of entity – e.g., corporation, LLC, partnership, sole proprietorship] (herein the “**CONTRACTOR**”).

### W I T N E S S E T H:

WHEREAS, the CITY desires to contract with a provider of janitorial services (herein the “**Contract Items**”), and

WHEREAS, the **CONTRACTOR** has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the **CONTRACTOR** desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

#### **1.00    SCOPE OF CONTRACT**

The **CONTRACTOR** is to furnish the services and/or products as specified in the Invitation to Proposal issued by the CITY under Janitorial Cleaning Services (herein the “**Request for Proposal**”) and any amendments thereto. The Request for Proposal and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the **CONTRACTOR** is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

#### **2.00    TERM OF CONTRACT**

The period of this Contract shall be for Twenty-four (24) months, beginning on \_\_\_\_\_, 2012 and ending on \_\_\_\_\_, 2014. This Contract may be extended by the CITY for three (3) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of Sixty (60) months, by written notice to the **CONTRACTOR** given at least thirty (30) days before the expiration of the term then in existence.

### **3.00 COMPENSATION**

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its Proposal to the CITY at the cost specified in said Proposal and amendments, if any, the Proposal and any amendments thereto being attached hereto as **Exhibit “B”** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit “B”** may be increased or decreased by the CITY under Section 4.00 of this Contract (“Additional Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the CITY are payable within thirty (30) days from receipt, provided they have first been approved by the CITY department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The CITY reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the CITY department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, City of Germantown, 1930 South Germantown Road, Germantown, Tennessee 38138. In the event any Contract Items are deemed unacceptable, the CITY’S representative shall notify the CONTRACTOR of the deficiencies in writing and the CITY may withhold payment until the deficiencies are corrected to the satisfaction of the CITY, such determination to be made in the sole and absolute discretion of the CITY. All invoices must clearly indicate the purchase order number.

### **4.00 ADDITIONAL SERVICES**

In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

### **5.00 NOTICE TO PROCEED**

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the CITY.

### **6.00 CONFLICT OF INTEREST**

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly

or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

#### **7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the CITY regarding the Contract Items.

#### **8.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Contract. Following such termination, the CITY and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

#### **9.00 WARRANTY**

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Proposal. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the CITY in good and working condition. If the CONTRACTOR is notified in writing by the CITY of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the CITY'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the CITY; or (ii) refund to the CITY the charge paid by the CITY which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Proposal. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

#### **10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. Certificates of Insurance. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.

## **12.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs, including attorney's fees and court costs which may be incurred by the CITY, arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

## **13.00 ATTORNEY'S FEES**

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to

recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

#### **14.00 EQUAL EMPLOYMENT OPPORTUNITY**

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice, setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

#### **15.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY.

#### **16.00 SAFETY MEASURES**

The CONTRACTOR shall take all necessary precautions for the safety of the CITY'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

#### **17.00 FAMILIARITY WITH THE CONTRACT ITEMS**

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

## **18.00 ENTIRE AGREEMENT**

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

## **19.00 PERMITS, LICENSES AND CERTIFICATES**

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

## **20.00 FIRE, THEFT, LOSS**

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

## **21.00 CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the CITY and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

## **22.00 GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

## **23.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.



## **24.00 SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

## **25.00 NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: City of Germantown  
1930 South Germantown Road  
Germantown, TN 38138  
Facsimile: (901) 757-7258
  
- (ii) To: **[Insert Name of CONTRACTOR]**  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

## **26.00 SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

## **27.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

## **28.00 OTHER INSTRUMENTS**

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**CITY OF GERMANTOWN,  
TENNESSEE**

By: \_\_\_\_\_  
Sharon Goldsworthy, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

\_\_\_\_\_  
City Attorney

**[INSERT NAME OF CONTRACTOR]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

CONTRACTOR's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR's Telephone Number:

(\_\_\_\_\_)\_\_\_\_\_

CONTRACTOR's Facsimile Number:

(\_\_\_\_\_)\_\_\_\_\_

**EXHIBIT “A”**  
**Request for Proposal**  
**“Janitorial Cleaning Services”**

**EXHIBIT “B”**  
**CONTRACTOR’S Proposal**